

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

TUESDAY

DECEMBER 12, 2017

8:30 A.M.

(The regular afternoon session commences at 1:30 p.m.)

Susan Gorin	First District	Sheryl Bratton	County Administrator
David Rabbitt	Second District	Bruce Goldstein	County Counsel
Shirlee Zane	Third District		
James Gore	Fourth District		
Lynda Hopkins	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 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 or bos@sonoma-county.org 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 request specific items be discussed and/or removed from the Consent Calendar. There will an opportunity for the public to comment on the consent calendar prior to it being voted upon.

PUBLIC COMMENT

Any member of the public may address the Board on a matter listed on the agenda. Commenters are requested to fill out a Speaker Card and to come forward to the podium when recognized by the Board Chair. Please state your name and limit your comments to the agenda item under discussion. Available time for comments is determined by the Board Chair based on agenda scheduling demands and total number of speakers.

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. CONSENT CALENDAR

HUMAN RESOURCES

AND

**AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT/
SONOMA COUNTY WATER AGENCY**

(Directors: Gorin, Rabbitt, Zane, Gore, Hopkins)

AND

COMMUNITY DEVELOPMENT COMMISSION

(Commissioners: Gorin, Rabbitt, Zane, Gore, Hopkins)

1. Public Service Retirement Credit:

Adopt a concurrent resolution that corrects administrative inconsistencies of previously negotiated benefits and adopted Memorandums of Understanding whereby employees of the Sonoma County Water Agency, Sonoma County Community Development Commission, Sonoma County Agricultural Preservation and Open Space District, Sonoma County Fair and Exposition, Inc., and Northern Sonoma County Air Pollution Control District have been and are intended to be allowed to purchase prior public service retirement credits.

REGIONAL PARKS

AND

AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT

(Directors: Gorin, Rabbitt, Zane, Gore, Hopkins)

2. Initial Public Access Funding and Matching Grant Agreement Extensions:

A) Adopt a resolution of the Board of Directors of the Sonoma County Agricultural Preservation and Open Space District authorizing the District’s General Manager, through 2019, to execute amendments to Transfer Agreements, Funding Agreements, Recreation Covenants, and Matching Grant Agreements that extend the deadline for expending Initial Public Access and Operation and Maintenance funds and Matching Grant Program funds, the deadline for providing public access, and/or the deadline for implementing approved projects because of extraordinary circumstances created by the North Bay fires.

B) Adopt a resolution of the Board of Supervisors of the County of Sonoma authorizing the Regional Parks’ Director, through 2019, to sign amendments to Transfer Agreements Funding Agreements, and Matching Grant Agreements with the District that extend the deadline for expending Initial Public Access and Operation and Maintenance funds and Matching Grant Program funds, the deadline for providing public access, and/or the deadline for implementing approved projects because of extraordinary circumstances created by the North Bay fires.

PERMIT AND RESOURCE MANAGEMENT DEPARTMENT
AND
SONOMA COUNTY WATER AGENCY
(Directors: Gorin, Rabbitt, Zane, Gore, Hopkins)

3. Prop 1 Funding of Sustainable Groundwater Data Management System:
- A) Authorize Water Agency's General Manager or designee and Permit Sonoma's Director or designee to execute an agreement for the Water Agency to provide administration of Proposition 1 Grant funds for development of sustainable groundwater data management systems through July 31, 2018 in the amount of \$250,000.
 - B) Adopt a resolution authorizing adjustments to the Water Agency's Fiscal Year 2017-2018 adopted budget for the General Fund in the amount of \$250,000 for the Proposition 1 Sonoma County Sustainable Groundwater Management Database Management System.
(4/5th Vote Required)

SONOMA COUNTY WATER AGENCY/OCCIDENTAL COUNTY
SANITATION DISTRICT
(Directors: Gorin, Rabbitt, Zane, Gore, Hopkins)

4. Occidental Wastewater Transportation:
Adopt a resolution making certain findings including a determination that the construction, operation, and maintenance of the Occidental County Sanitation District to Airport-Larkfield-Wikiup Sanitation Zone Wastewater Transport Project will not have a significant adverse effect on the environment, approving the Initial Study and Negative Declaration of Environmental Impact, approving the Project, and authorizing the filing of a Notice of Determination in accordance with the California Environmental Quality Act. (Fourth and Fifth Districts)

SONOMA COUNTY WATER AGENCY
(Directors: Gorin, Rabbitt, Zane, Gore, Hopkins)

5. Sonoma Mountain Temporary Weather Radar Site:
Authorize the Sonoma County Water Agency's General Manager to execute a License Agreement with the County of Sonoma Department of General Services for the temporary installation of weather radar equipment at the County's Sonoma Mountain Antenna site in substantially the form provided to the Board following approval from County Counsel.
(First District)

AUDITOR-CONTROLLER TREASURER-TAX COLLECTOR

6. Exigent Period Disaster Recovery Management Services Agreement:
Authorize the Auditor-Controller-Treasurer-Tax Collector to execute an exigent period agreement with Ernst & Young LLP for County-wide comprehensive disaster recovery management services related to the 2017 Sonoma Complex Fires for the period of December 12, 2017, through February 12, 2018, in an amount not to exceed \$100,000, with the option to extend for two 30-day periods.

BOARD OF SUPERVISORS

7. Board of Supervisors Calendar of Meetings for 2018:
Approve the County of Sonoma Board of Supervisors calendar of meetings for the year 2018.
8. Disbursement of Fiscal Year 17/18 Fifth District Community Investment Program (formerly Advertising Program) Funds:
Approve Community Investment Program (formerly Advertising Program) grant awards and Authorize the County Administrator to execute a contract with the following non-profit entities for advertising and promotions activities for FY 17/18: Lifeschool, \$500; Occidental Center for the Arts, \$2,000 and Sonoma County Rises on behalf of Ceres Community Project, \$2,000. (Fifth District)
9. Disbursement of Fiscal Year 17/18 Fourth District Community Investment Program (formerly Advertising Program) Funds:
Approve Community Investment Program (formerly Advertising Program) grant awards and Authorize the County Administrator to execute a contract with the following non-profit entities for advertising and promotions activities for FY 17/18: : Ceres Community Project for Sonoma County Rises, \$2,500; Cloverdale Historical Society, \$1,000; Cloverdale Ram Sale, Inc., \$500; Kiwanis Club of Cloverdale Foundation, \$750, Town of Windsor, \$1,000. (Fourth District)

COUNTY ADMINISTRATOR/FIRE AND EMERGENCY SERVICES

10. Fire Service Project – Agreement to Pay Dispatch Services:
Authorize the County Administrator to sign an agreement with the Redwood Empire Dispatch Communications Authority to pay dispatch fees on behalf of special districts that provide fire and emergency medical response services in the amount of \$856,431.

ECONOMIC DEVELOPMENT BOARD

11. Sonoma County Economic Development Board Foundation Annual Report for FY16-17:
Receive the Sonoma County Economic Development Board Foundation’s Annual Report for Fiscal Year ending June 30, 2017.

FIRE AND EMERGENCY SERVICES

12. Memorandum of Understanding with the City and County of San Francisco for the distribution of Urban Area Security Initiative grant funds:
 - A) Authorize the Director of Fire and Emergency Services to execute the Urban Areas Security Initiative Memorandum of Understanding with the City and County of San Francisco for the receipt of Urban Areas Security Initiative regional grant funds in the amount of \$156,225 for continued funding of the North Bay Hub Risk/Capability Planner and Program Manager position, and \$100,000 to fund an aerial camera and multi-band communication system for the Sheriff’s Helicopter Program-Replacement.
 - B) Authorize the Director of Fire and Emergency Services to execute any future subsequent modifications to this Memorandum of Understanding with the City and County of San Francisco to accept Urban Area Security Initiative grant funds in an amount not-to-exceed \$60,000.

HEALTH SERVICES

13. Sonoma Complex Fires Disaster Response and Recovery Services Agreement:
Authorize the Director of Health Services to execute the first amendment to an agreement with California Association of Environmental Health Administrators to provide disaster response and recovery services in support of the Sonoma Complex Fires, increasing the amount by \$350,000, resulting in a new total not-to-exceed amount of \$500,000 through June 30, 2018.

14. Animal Services – Humane Society Grant for Disaster Assistance:
 - A) Authorize the Director of Health Services to execute a grant agreement with The Humane Society of the United States to accept \$10,000 in revenue to cover costs associated with the rescue and care of animals displaced by wildfires in the County in October 2017.
 - B) Adopt a resolution adjusting the fiscal year 2017-2018 adopted budget by increasing revenue and expenditures in the Department of Health Services by \$10,000 to accept grant funding from The Humane Society of the United States and to allow associated expenditures. (4/5th Vote Required)

15. Sober Sonoma Program Revenue Agreement:
 - A) Authorize the Director of Health Services to execute an agreement with Partnership HealthPlan of California to accept revenue of \$177,081 to support the County’s Sober Sonoma Program for the period of December 1, 2017 through April 30, 2019.
 - B) Adopt a resolution adjusting the fiscal year 2017-2018 final budget by increasing revenues and expenditures in the Department of Health Services by \$159,373 to reflect receipt of Sober Sonoma Program grant revenue and associated expenditures. (4/5th Vote Required)

16. Specialty Adult Treatment Drug Courts Expansion Grant:
 - A) Authorize an increase to the Director of Health Service’s delegated authority to execute agreements for mental health and substance use disorder services, initially approved by the Board on June 20, 2017, of \$119,756 for fiscal year 2017-2018 to support the Specialty Adult Treatment Drug Courts Program.
 - B) Adopt a resolution adjusting the fiscal year 2017-2018 final budget by increasing revenues and expenditures in the Department of Health Services by \$119,756 to reflect receipt of Substance Abuse and Mental Health Services Administration Adult Treatment Drug Courts Expansion Grant revenue and associated expenditures. (4/5th Vote Required)

HUMAN RESOURCES

17. Amendments to Occupational Safety and Health Consulting Agreements:
- A) Authorize the Director of Human Resources to execute amendments to agreements with Bickmore and Associates Inc., The Cohen Group, SCS Engineers, Briotix (formerly Ergo Concepts), Kathy Burwell, California Industrial Hygiene Services, Ergocation, and Harris and Lee Environmental Services, extending the term of each agreement an additional twelve months from January 1, 2108 through December 31, 2018; increasing the contract maximums from \$155,000 to \$200,000 for Ergocation, and from \$245,000 to \$320,000 for California Industrial Hygiene Services; and extending the term of the agreement with BSI EHS Services (formerly EORM), for an additional six months from January 1, 2018 through June 30, 2018.
 - B) Authorize the Director of Human Resources to execute a separate agreement with BSI EHS Services, to provide specific fire disaster environmental assessment services on all County owned and leased locations, for the term November 1, 2017 through September 30, 2018 with the maximum agreement amount determined based upon the scope of work as authorized by insurance adjusters, and as approved by the CSAC Excess Insurance Authority.
18. Amendments to Organizational Development Consultant Agreements:
Authorize the Director of Human Resources to execute amendments to agreements with Delia and Associates, The HR Matrix, LLC, Leap Solutions Group, LLC, and The Personnel Perspective, extending the term of each agreement an additional six months, from January 1, 2018 through June 30, 2018, and increasing the contract maximum from \$100,000 to \$150,000 for The HR Matrix, LLC.

HUMAN SERVICES/IN-HOME SUPPORT SERVICES – PUBLIC AUTHORITY

19. FY2017-2018 IHSS Public Authority Manager Salary Adjustment:
Adopt a Resolution to appropriate funds for the In Home Support Services (IHSS) Public Authority Manager Salary Adjustment. (4/5th Vote Required)

HUMAN SERVICES

20. Child Care Planning Council of Sonoma County Membership:
- A) Approve the appointment to the Child Care Planning Council of Sonoma County for a two-year term beginning December 12, 2017, ending December 31, 2019 for the following members: Emma Kerns and Nanette Schonleber.
 - B) Approve the re-appointment to the Child Care Planning Council of Sonoma County for a two-year term beginning January 1, 2018, ending December 31, 2019 for the following members: Rebecca Hachmyer, Megan Hede, Alicia Morales, Cathy Vaughn, Alice Hampton, Carrie Anabo, Heather Sweet-Krikac, Sonya Valiente, and Margie Vondrak.
 - C) Authorize the Director of Human Services to sign the required Certification Statement Regarding Composition of Local Planning Council Membership.

21. FY2017-2018 Q1 Human Services Department Budget Adjustments:
Adopt Resolutions adjusting the Human Services Department FY 2017-18 budget and position allocations:
- A) Add appropriations for the First 5 Sonoma County Program in the amount of \$64,396 for expanded training and technical assistance.
 - B) Add appropriations for the Road to Early Achievement and the Development of Youth (READY) Program in the amount of \$225,000, financed by First 5 Sonoma County.
 - C) Add appropriations for Valley of the Moon Children’s Home in the amount of \$123,000 to expend grant funds, received from the Valley of the Moon Foundation, on a contract to provide trauma-informed care training to staff.
 - D) Delete 1.0 FTE Account Clerk II and replace with 1.0 FTE Senior Account Clerk for an incremental increase of \$5,207, offset by Salary Savings.
 - E) Increase an existing Social Services IV position from 0.75 FTE by 0.25 to 1.0 FTE for an incremental \$30,782, offset by reduced legal services expenditures.
 - F) Convert 1.0 FTE Program Development Manager Time-Limited (terminating March 30, 2018) to 1.0 FTE Program Development Manager Permanent, which will not require a budget adjustment in FY 17-18.
- (4/5th Vote Required)

INFORMATION SYSTEMS

22. Administrative Policy 9-2: Information Technology Use and Security Policy:
Adopt the revised and retitled Administrative Policy 9-2: Information Technology Use and Security Policy Manual. Administrative Policy 9-2 establishes rules, guidelines, and procedures for information security oversight and technology use for all county employees to ensure authorized and secure access to information systems.

PROBATION

23. Juvenile Sex Offender Treatment Service Agreement Amendment:
Authorize the Chief Probation Officer to amend the Professional Services Agreement with Blue Rock Institute dba the San Francisco Forensic Institute for the provision of treatment services for sexually abusive youth to provide for a rate increase for the contract term of June 14, 2016, through June 30, 2019, with a new maximum amount of \$395,000, and to execute up to two one-year contract renewal options up to of \$175,000 per year for a total contract maximum value of \$745,000.

24. Keeping Kids in School Professional Services Agreement Amendment and Budget Adjustment: The recommended action is for the Board to approve and authorize the Chief Probation Officer to extend the Agreement with Seneca Family of Agencies, extend the MOUs with school districts, and approve necessary budget adjustments to provide case management services to students with truant behaviors and their families through June 30, 2018 and protect the integrity and continuity of services through the end of the school year:
- A) Authorize the Chief Probation Officer, on behalf of the County, to extend the term of Agreement with Seneca Family of Agencies to June 30, 2018 and increase the limit by \$340,000 for the Keeping Kids in School (KKIS) program.
 - B) Authorize the Chief Probation Officer, on behalf of the County, to extend the MOUs with the following school districts to receive Keeping Kids In School Project case-management services for students with truant behaviors and their families through June 30, 2018:
 - 1) Cotati-Rohnert Park Unified School District
 - 2) Forestville Union School District
 - 3) Guerneville Elementary School District
 - 4) Petaluma City Schools
 - 5) Santa Rosa City Schools
 - 6) Sebastopol Union School District
 - 7) Sonoma County Office of Education
 - 8) Sonoma Valley Unified School District
 - 9) West Sonoma County Union High School District
 - C) Adopt a resolution adjusting the FY 17-18 budget, increasing appropriations and reimbursement in the Probation Department Juvenile Grant budget by \$347,456. (4/5th Vote Required)

REGIONAL PARKS

25. Lower Russian River Trail Feasibility Study Northern Sonoma County Air Pollution Control District grant:
Adopt a resolution authorizing the Director of Regional Parks to apply for the Northern Sonoma County Air Pollution Control District's Vehicle Pollution Mitigation Program in the amount of \$120,000 for the Lower Russian River Trail Feasibility Study and authorizing the Director of Regional Parks to execute all documents which may be necessary to carry out and administer the grant. (Fifth District)
26. Reassignment of Mason's Marina Fish Buying Revocable License Agreement:
Authorize the Parks Director to reassign the existing Revocable License Agreement with North Coast Fisheries for use of the fish buying dock at Mason's Marina to Pacific Choice Seafood Company. (Fifth District)

SHERIFF'S OFFICE

27. Agreement for Forensic Toxicology Services:
Authorize the Sheriff-Coroner to execute the Agreement with NMS Labs for Forensic Toxicology Services for the term of January 1, 2018 to December 31, 2020 for an amount not to exceed \$225,000, to extend the Agreement for an additional two-year term to ensure continued toxicology testing services to the County.

TRANSPORTATION AND PUBLIC WORKS

28. Award of contract for the Charles M. Schulz – Sonoma County Airport’s Hessel Creek Enhancement and Restoration Project for mitigation associated with the Runway Safety Project:
- A) Approve plans and specifications for the Airport’s Hessel Creek Enhancement and Restoration Project.
 - B) Authorize the Chair to award and execute a construction contract to the lowest responsible bidder, Habitat Restoration and Enhancement Services, Incorporated, in the amount of \$389,500.00, for the purpose of implementing in-stream enhancement work at Hessel Creek in order to reduce bank erosion, re-establish streamside vegetation, and reduce sediment mobilization and transport into the Laguna de Santa Rosa.
29. Moffatt & Nichol First Amendment for consulting engineer design of the River Road Bridge over Gill Creek Replacement Project (C11002):
Approve and authorize the Chair to sign a first amendment to the agreement with Moffatt & Nichol for consulting engineer design services for the River Road Bridge over Gill Creek Replacement Project (C11002) to extend the agreement term from December 31, 2017 to December 31, 2021, at no additional cost. (Fourth District)
30. Subsidized Transit Fare Program for Veterans and College Students – Program update and recommendation for 2018:
- A) Provide funding to continue the College Student Subsidized Fare program January 1 - December 31, 2018 in an amount up to \$110,247 and Authorize the Chair to execute a Memorandum of Understanding with Santa Rosa Junior College and Sonoma State University in the amounts of \$111,308 and \$23,438, respectively to support the 2018 program.
 - B) Approve the use of Contingency funds in the amount of \$55,124 to fund the College Student Subsidized Fare Program and \$17,897 to fund the permanent Veterans Subsidized Fare Program from January-June, 2018.
31. Out-of-state travel requests – Airport Manager:
Approve out-of-state travel requests for the Airport Manager.

APPOINTMENTS/ REAPPOINTMENTS

32. Approve the appointment adjustment of Sonoma County Tourism Board members Gary Saperstein and Jonny Westom, to a term end date of June 30, 2018. (First District)
33. Maternal, Child and Adolescent Health Advisory Board Appointments and Reappointments:
- A) Approve the appointment of Natalie Johnson Loeper and Camille Rodrigues to the Sonoma County Maternal, Child and Adolescent Health Advisory Board for a term beginning January 1, 2018 and ending December 31, 2019.
 - B) Approve the reappointment of Melanie Dodson, Jessica Vergara, Gina Cuclis, Erika Rosebaugh, Guinevere Zabinsky and Megan Barajas to the Sonoma County Maternal, Child and Adolescent Health Advisory Board for a term beginning January 1, 2018 and ending December 31, 2019.
(Health Services)

PRESENTATIONS/GOLD RESOLUTIONS

PRESENTATIONS AT THE BOARD MEETING

34. **9:00 A.M.** - Adopt six gold resolutions recognizing six recipients of the Sonoma County Jefferson Awards for Public Service in 2017. (Human Resources)

PRESENTATIONS ON A DIFFERENT DATE

35. Approve Gold Resolution proclaiming November 5, 2017 Town of Windsor Military Hometown Heroes Banner Day. (Fourth District)
36. Approve Gold Resolution commending Vicky Farrow for her dedication to and innovation in the wine industry. (Fourth District)
37. Approve Gold Resolution commending Ruth Wilson for her dedication to and innovation in the wine industry. (Fourth District)
38. Approve Gold Resolution commending and honoring Pepperwood as a recipient of North Bay Leadership Council's 2017 Leaders of the North Bay Award for "Paint the Town Green: Environmental Stewardship." (Fourth District)

III. BOARD MEMBER REPORTS ON ASSIGNED BOARDS, COUNCILS, COMMISSIONS OR OTHER ATTENDED MEETINGS

IV. REGULAR CALENDAR

BOARD OF SUPERVISORS/COUNTY ADMINISTRATOR

39. Fire Recovery Update:
A) Post-Fire Fiscal Outlook Update
B) Adopt a Resolution Creating the Office of Recovery and Resiliency

HUMAN SERVICES

AND

COMMUNITY DEVELOPMENT COMMISSION

(Commissioners: Gorin, Rabbitt, Zane, Gore, Hopkins)

40. Update on Senior Homeless Prevention Program:
Receive update on the Senior Homeless Prevention Program approved by the Board on December 12, 2016.

COMMUNITY DEVELOPMENT COMMISSION

(Commissioners: Gorin, Rabbitt, Zane, Gore, Hopkins)

41. County Fund for Housing Funding Loan Awards and County Fund for Housing Annual Report:
A) Receive the County Fund for Housing (CFH) Annual Report.
B) Approve County Fund for Housing awards in the aggregate amount of \$4.5 million for five rental housing developments that will produce 126 new affordable housing units throughout Sonoma County.
C) Approve Transient Occupancy Tax (TOT) funding awards for Workforce Housing in the aggregate amount of \$1 million for two projects that will result in 79 new affordable homeownership opportunities.
D) Authorize the Executive Director of the Sonoma County Community Development Commission (Commission) to execute all necessary loan documents and deeds of trust consistent with Commission Loan Policies, and with advice of County Counsel.
E) Adopt a Budget Resolution authorizing a \$1 million increase in County Fund for Housing FY 2017- 18 expenditure appropriations and the one time use of County Fund for Housing Fund Balance -created by \$1 million of Transient Occupancy Tax (TOT) received in FY 2016-17 and designated for Workforce Housing. (4/5th Vote Required)
42. Funding Awards to Address Homelessness in the Lower Russian River Area:
Authorize the Executive Director of the Sonoma County Community Development Commission to execute six separate Funding Agreements with the agencies recommended for funding by the Lower Russian River Homeless Task Force. The combined awards will total no more than \$750,000 and each agreement will be for a term of 18 months, from January 2018 to June 2019. (Fifth District)

43. Temporary Overnight Winter Shelter Program:
- A) Authorize the Executive Director of the Community Development Commission to execute on behalf of the County of Sonoma a License Agreement with the California Military Department for the use of the Santa Rosa National Guard Armory as a temporary overnight homeless shelter.
 - B) Authorize the Executive Director of the Community Development Commission to execute an Agreement with St. Vincent De Paul –Sonoma to operate a temporary overnight homeless shelter.

PERMIT AND RESOURCE MANAGEMENT DEPARTMENT

44. Emergency and Immediate Housing Needs Created by the Sonoma Complex Fire; Residential Use of Recreational Vehicles and Manufactured Homes, Repair and Reconstruction of Fire Damaged Structures and Streamlining of Permit Processing for Fire Recovery:
Adopt an Urgency Ordinance to Amend Chapter 40 of the Sonoma County Code to:
- A) Allow Recreational Vehicles, Tent Camps and Campgrounds in K Districts by Zoning Permit for Year Round Occupancy by Fire-Displaced Persons;
 - B) Allow Residential Use of Recreational Vehicles and Manufactured Homes for FEMA Projects in the PF, M1, M2 and MP Districts;
 - C) Allow an Increase in Density in Existing Mobile Home Parks;
 - D) Apply Future Standards to Be Developed by the County and State Department of Housing and Community Development for Mobile Home Parks and Manufactured Homes;
 - E) Provide Streamlined Processing of Design Review and Waiver of Geologic Studies and Well Testing for the Reconstruction and Repair of Fire-Damaged Dwellings;
 - F) Allow Manufactured Homes on Fire-Damaged Lots for Reconstruction;
 - G) Extend the Expiration Date of Tentative Maps and Other Land Use Entitlements; and
 - H) Make Miscellaneous Other Changes.
- (4/5th Vote Required)

HUMAN SERVICES

45. Receive update on Sonoma County 2-1-1.
Accept information report on the current status, challenges and future of Sonoma County's 2-1-1 Information and Referral system.

BOARD OF SUPERVISORS

46. Board Sponsorship:
Approve Board Sponsorship of \$4625 to the Sebastopol Center for the Arts for the AARP Tax-Aide Program at the Sebastopol Veteran's Memorial Building from February 2, 2018 through April 12, 2018. (Fifth District)

47. **PUBLIC COMMENT ON MATTERS NOT LISTED ON THE AGENDA BUT WITHIN THE SUBJECT MATTER JURISDICTION OF THE BOARD AND ON BOARD MEMBER REPORTS**

(Any member of the public may address the Board on a matter not listed on the agenda as long as the subject matter is within the jurisdiction of the Board. Commenters are requested to fill out a Speaker Card and to come forward to the podium when recognized by the Board Chair. Please state your name and limit your comments to matters within the Board's jurisdiction. Available time for comments is determined by the Board Chair based on agenda scheduling demands and total number of speakers. When this item is scheduled, the Board generally will hear public comments for up to twenty minutes. Available time for comments is determined by the Board Chair based on agenda scheduling demands and total number of speakers. Any additional non-agendized item speakers will be heard following consideration of the agendized matters. While members of the public are welcome to address the Board, under the Brown Act open meeting laws, Board members may not deliberate or take action on items not on the agenda.)

48. **PUBLIC COMMENT ON CLOSED SESSION ITEMS**

V. CLOSED SESSION CALENDAR

49. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel – Existing Litigation – The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel – Existing Litigation – *Sabrina Ragan vs. County of Sonoma* Workers' Compensation Appeals Board Nos. ADJ9971260; ADJ1700647; ADJ3450363. (Government Code Section 54956.9(d)(1).)

50. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel – Existing Litigation – *Ted Weber v. County of Sonoma*; Workers' Compensation Appeals Board no. ADJ10391519 (Government Code Section 54956.9(d)(1).)

51. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel – Anticipated Litigation. Significant exposure to litigation pursuant to Government Code 54956.9(d)(2).

52. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel – Anticipated Litigation. Potential initiation of litigation pursuant to Government Code section 54956.9(d)(4). 1 case.

53. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel – Existing Litigation – *Nhmia Kahsay v. Bonita Perea, County of Sonoma, et al.*; Sonoma County Superior Court Case No. SCV 259451 (Government Code Section 54956.9(d)(1).)

VI. REGULAR AFTERNOON CALENDAR

54. **RECONVENE FROM CLOSED SESSION**

55. **REPORT ON CLOSED SESSION**

**SONOMA COUNTY WATER AGENCY/ OCCIDENTAL COUNTY
SANITATION DISTRICT/ RUSSIAN RIVER COUNTY SANITATION
DISTRICT/ SOUTH PARK COUNTY SANITATION DISTRICT**

(Directors: Gorin, Rabbitt, Zane, Gore, Hopkins)

AND

SONOMA VALLEY COUNTY SANITATION DISTRICT

(Directors: Gorin, Zane, Mayor Agrimonti)

56. Urgency Ordinances for Prorated FY 2017/2018 Annual Sewer Service Charges and for Temporary Sewer Connections Related to the Sonoma Complex Fires:
- A) Adopt an Urgency Ordinance of the Board of Directors of the Sonoma County Water Agency and the Board of Directors of the Sonoma Valley County Sanitation District to Prorate Annual Sewer Service Charges for Fiscal Year 2017/2018 for Persons Displaced by the Sonoma Complex Fires who own Parcels in the Airport-Larkfield-Wikiup Sanitation Zone and the Sonoma Valley County Sanitation District (the “Proration Urgency Ordinance”).
 - B) Adopt an Urgency Ordinance of the Boards of Directors of the Sonoma County Water Agency, the Occidental County Sanitation District, the Russian River County Sanitation District, the Sonoma Valley County Sanitation District and the South Park County Sanitation District Authorizing Temporary Connections to Water Agency Sanitary Sewer Systems (the “Temporary Connection Urgency Ordinance”).
 - C) Adopt a Resolution to Introduce, Read the Title and Waive Further Reading of the Proration Urgency Ordinance.
 - D) Adopt a Resolution to Introduce, Read the Title and Waive Further Reading of the Temporary Connection Urgency Ordinance.
- (4/5th Vote Required)(Unanimous Vote Required SVSD)

PERMIT AND RESOURCE MANAGEMENT DEPARTMENT

57. **2:00 P.M.** - Agricultural Preserve expansion and a new Land Conservation Act Contract; Gary Felder Trust et al and Eleanor Phipps-Price and William S. Price; PLP14-0008:
Adopt a Resolution to authorize the Chair of the Board of Supervisors to include 380.63 acres into Agricultural Preserve 2-355 and mutually rescind an existing Type II Williamson Act Contract on 863.63 acres (two APN's) and replace it with two new Non-Prime Williamson Act Contracts on two parcels of 703.48 acres and 540.78 acres in size as a result of the adjusted parcels from Lot Line Adjustment LLA14-0005 located at 1957 and 1951 Felder Road, Sonoma; APNs 142-011-007, 008, -009, and -010. (First District)
- 2:20 P.M.** -
58. Rezoning to remove Z (Accessory Unit Exclusion) Combining District to allow for a potential future application for Accessory Dwelling Unit:
Adopt an Ordinance rezoning the parcel to remove the Z (Accessory Unit Exclusion) Combining District located at 158 Avila Lane, Sebastopol; PRMD File No. ZCE16-0017; Supervisorial District 5. (Fifth District)

59. Agricultural Preserve expansion and a new Land Conservation Act Contract, Creek's End Vineyard, LLC:
Hold a public hearing and adopt a Resolution to expand Agricultural Preserve 1-284 by adding 75.55 acres and, approve a new Prime Land Conservation (Williamson) Act Contract and Land Conservation Plan on the same 75.55 acre parcel, for a vineyard property located at 4477 West Soda Rock Ln., Healdsburg; APN 088-040-031; PRMD File No. AGP16-0013; Supervisorial District 4. (Fourth District)

**AGRICULTURE/WEIGHTS AND MEASURES/
PERMIT AND RESOURCE MANAGEMENT DEPARTMENT**

60. **2:45 P.M.** - Minor and Technical Revisions to the County Code Provisions Governing Vineyard and Orchard Development, Grading, and Drainage:
Conduct a public hearing and adopt a Resolution introducing, reading the title of, and waiving further reading of a proposed Ordinance amending Chapter 11 of the Sonoma County Code to regulate only construction grading and drainage, adding Chapter 36 to the Sonoma County Code to regulate vineyard and orchard development and agricultural grading and drainage, and determining exemption from the California Environmental Quality Act.
61. 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
(All materials related to these actions and determinations can be reviewed at:
<http://www.sonoma-county.org/prmd/b-c/index.htm>)

62. **ADJOURNMENT**

NOTE: The next Board Meeting will be a Special Closed Session held on December 18, 2017.

The next regular Board Meeting will be held on December 19, 2017 at 8:30 A.M.



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 of the County of Sonoma County
Board of Directors of the Sonoma County Water Agency
Board of Directors of the Sonoma County Agricultural Preservation and Open Space District
Board of Commissioners of the Community Development Commission

Board Agenda Date: December 12, 2017

Vote Requirement: Majority

Department or Agency Name(s): Human Resources Department

Staff Name and Phone Number:

Christina Cramer 565-2988

Supervisorial District(s):

Title: Public Service Retirement Credit

Recommended Actions:

Adopt a concurrent resolution that corrects administrative inconsistencies of previously negotiated benefits and adopted Memorandums of Understanding whereby employees of the Sonoma County Water Agency, Sonoma County Community Development Commission, Sonoma County Agricultural Preservation and Open Space District, Sonoma County Fair and Exposition, Inc., and Northern Sonoma County Air Pollution Control District have been and are intended to be allowed to purchase prior public service retirement credits.

Executive Summary:

The County Employees Retirement Law of 1937 (CERL) allows for employees to purchase prior public service credit for time worked for the federal government or another California public agency not participating in the Sonoma County Employees' Retirement Association (including cities and counties) if the employee will not receive a retirement from that agency and has not established reciprocity.

The Board of Supervisors adopted this provision for County employees when they approved a set of Memorandum of Understanding and resolutions with various bargaining units from 1997-2003. However, recently, it was discovered that the actions taken by the Board may not have properly authorized the purchase of prior public service by employee members of the Sonoma County Employees Retirement Association in those special districts/agencies in which the Board functions as the governing board unique to that special district/agency.

The proposed concurrent resolution will ensure administrative clarity and compliance on the purchase of prior public service. The recommendation does not provide a new benefit nor does it result in any fiscal impacts.

Discussion:

The County Employees Retirement Law of 1937 (CERL) allows employees to purchase prior public service credit for time worked for the federal government or another California public agency not participating in the Sonoma County Employees' Retirement Association (including cities and counties) if the employee will not receive a retirement from that agency and has not established reciprocity. These purchases, paid by employee contributions only, can be helpful in the recruitment of employees who have prior public sector work experience.

By statute, the ability of employees to purchase prior service credit may only be granted if, "the governing board of such...district adopts, by majority vote, a resolution providing that those sections shall become applicable in such...district." (Government Code §31641.95) The Board of Supervisors adopted this provision for County employees when they approved successor Memorandum of Understandings with various bargaining units from 1997 to 2003. However, it was recently discovered that the actions taken by the Board may not have properly authorized the purchase of prior public service by employee members of the Sonoma County Employees' Retirement Association in those special districts/agencies in which the Board functions as the governing board unique to that special district/agency. Although the intent was to include these special districts/agencies, they were not explicitly listed in the resolutions that were passed between 1997 and 2003.

County Counsel and Human Resources staff agree with the Sonoma County Employees' Retirement Association that a concurrent resolution is appropriate and recommend to ensure clarity and compliance with previously negotiated and approved benefits by taking action as the Board of Directors of the Sonoma County Water Agency, Sonoma County Community Development Commission, Sonoma County Agricultural and Open Space District, and the Sonoma County Board of Supervisors specifically for the employees of the Sonoma County Fair and Exposition, Inc. and Northern Sonoma County Air Pollution Control District. Once the Board takes action on the proposed resolution to include these special districts/agencies, the Retirement Association can accept new prior public service purchase contracts for employees of these special districts/agencies.

The recommended concurrent resolution does not provide a new benefit nor does it result in any fiscal impacts. The cost of service credit is borne solely by the employee making the purchase. These purchases will not directly affect the amount of the unfunded actuarially accrued liabilities or the overall health of the retirement fund because as a whole service purchases are infrequent. These costs are not an explicit assumption included in actuarial valuations as a general practice of public sector plans because of the inherent infrequency and impact of these costs on the plan as a whole.

Prior Board Actions:

1997-2003: Adoption of various Resolutions/Memorandums of Understanding with employee groups

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

This will ensure administrative compliance in the administration of pension benefits.

Fiscal Summary			
Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			
Narrative Explanation of Fiscal Impacts:			
<p>There is no fiscal impact to either of the entities as the cost of service credit is borne solely by the employee making the purchase. These purchases will not directly affect the amount of the unfunded actuarially accrued liabilities or the overall health of the retirement fund because prior service purchases are infrequent. These costs are not an explicit assumption included in actuarial valuations as a general practice for public sector plans because of the inherent infrequency and impact of these costs on the plan as a whole.</p>			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
N/A			
Attachments:			
Concurrent Resolution; Attachment A – Public Service Purchases Explanation Memo			
Related Items “On File” with the Clerk of the Board:			
None			



County of Sonoma

State of California

Date: December 12, 2017

Item Number: _____

Resolution Number: _____

4/5 Vote Required

Concurrent Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, The Board Of Directors Of The Sonoma County Water Agency, The Board Of Commissioners Of The Community Development Commission, The Board Of Directors Of The Sonoma County Agricultural Preservation And Open Space District, Correcting Administrative Inconsistencies Of Previously Passed Resolutions, Negotiated Benefits And Adopted Memorandums Of Understanding Whereby Regular Employees Of The Sonoma County Water Agency, Sonoma County Community Development Commission, Sonoma County Fair And Exposition, Inc., And Northern Sonoma County Air Pollution Control District Have Been And Are Intended To Be Allowed To Purchase Prior Public Service Retirement Credits.

Whereas, the County Employees Retirement Law of 1937 (CERL) allows for employees to purchase prior public service credit for time worked for the federal government or another California public agency not participating in the Sonoma County Employees' Retirement Association (including cities and counties) if the employee will not receive a retirement from that agency and has not established reciprocity; and

Whereas, by statute, the ability of employees to purchase prior service credit may only be granted if, "the governing board of such...district adopts, by majority vote, a resolution providing that those sections shall become applicable in such...district." (Government Code §31641.95) and the Board of Supervisors passed a series of resolutions approving this provision for County employees between 1997-2003, most commonly associated with successor Memorandum of Understanding with County bargaining units; and

Whereas, it was recently discovered that the various resolutions between 1997-2003 may not have properly authorized and explicitly called out the purchase of prior public service by employee members of the Sonoma County Employees' Retirement Association in those special districts/agencies in which the Board functions as a Board unique to that special district/agency; and

Whereas, regular employees of the Sonoma County Fair and Exposition, Inc. and Northern Sonoma County Air Pollution Control District employees are ex-officio County employees who receive retirement benefits and are part of the Sonoma County Employees' Retirement Association, and by specific provisions of the Memorandum of Understandings between the County and the Sonoma County Fair and Exposition, Inc. and the Northern Sonoma County Air Pollution Control District, the Sonoma County Board of Supervisors have authority to approve benefits and Memorandums of Understanding for these entities; and

Resolution #

Date:

Page 2

Whereas, it is advisable to pass a concurrent resolution that provides administrative clarity and compliance in the administration of pension benefits.

Now, Therefore, Be It Resolved Board of Supervisors of Sonoma County, Board of Directors of the Sonoma County Water Agency, Board of Directors of the Sonoma County Agricultural Preservation and Open Space District, and the Board of Commissioners of the Community Development Commission hereby correct administrative inconsistencies of previously passed resolutions, negotiated benefits and adopted Memorandums of Understanding whereby regular employees of the Sonoma County Water Agency, Sonoma County Community Development Commission, Sonoma County Agricultural Preservation and Open Space District, Sonoma County Fair and Exposition, Inc., and Northern Sonoma County Air Pollution Control District have been and are intended to be allowed to purchase prior public service retirement credits.

Supervisors/Directors/Commissioners:

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



SONOMA COUNTY EMPLOYEES' RETIREMENT ASSOCIATION

DATE: November 29, 2017
TO: Sheryl Bratton, County Administrative Officer
FROM: Julie Wyne, SCERA Chief Executive Officer
RE: Public Service Purchases

BACKGROUND

The County Employees Retirement Law (CERL) allows members of a CERL retirement system, like the Sonoma County Employees' Retirement Association (SCERA), to purchase public service arising from employment in a California or federal public agency that does not entitle the member to a retirement benefit from another California or federal public retirement system. In order to purchase this service, the governing bodies of the participating agencies in a retirement system must pass a resolution making the public service sections applicable in the county or district. In reviewing these service purchase resolutions, and various Memoranda of Understanding, SCERA discovered some discrepancies in the authorizing actions for some County agencies and is requesting that the Board of Supervisors adopt a clarifying resolution covering the employees of these agencies for which the Board of Supervisors is the governing body.

DISCUSSION

Public service purchases are governed by Article 7 of the County Employees Retirement Law, Government Code section 31640 et seq. These sections define the cost of public service purchases and the parameters governing the compensation and interest used to calculate the cost. Section 31641.2 provides that members who wish to purchase public service must pay twice the contributions the member would have paid to the retirement system if the member had been a member during the length of service being purchased, plus interest that would have accrued to the contributions had they been on deposit during the length of service. Interest is charged at the plan's assumed rate, currently 7.25%, until the full amount of the contributions have been paid.

SCERA's actuary, Segal Consulting, does not apply a specific service purchase assumption when valuing the plan's experience and cost each year. This is because the cost of the service purchase (twice the contributions) is intended to cover the normal cost of both the employee and employer, and the interest is intended to put the plan in the same place it would have been had the member earned the service while a SCERA member and contributions had been paid and interest earned during that service. Once the service purchase is complete and the service is added to the member's account, it is treated as any other service the member earns during employment, and it will be subject to the plan's demographic and economic experience each year.



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 Directors of the Agricultural Preservation and Open Space District,
Board of Supervisors of the County of Sonoma

Board Agenda Date: December 12, 2017

Vote Requirement: Majority

Department or Agency Name(s): Sonoma County Agricultural Preservation and Open Space District,
Sonoma County Regional Parks

Staff Name and Phone Number:

Sara Press, Ag & Open Space, 565-7369
Steve Ehret, Regional Parks, 565-1107

Supervisorial District(s):

Countywide

Title: Initial Public Access Funding and Matching Grant Agreement Extensions

Recommended Actions:

- A) Adopt a resolution of the Board of Directors of the Sonoma County Agricultural Preservation and Open Space District authorizing the District's General Manager, through 2019, to execute amendments to Transfer Agreements, Funding Agreements, Recreation Covenants, and Matching Grant Agreements that extend the deadline for expending Initial Public Access and Operation and Maintenance funds and Matching Grant Program funds, the deadline for providing public access, and/or the deadline for implementing approved projects because of extraordinary circumstances created by the North Bay fires.
- B) Adopt a resolution of the Board of Supervisors of the County of Sonoma authorizing the Regional Parks' Director, through 2019, to sign amendments to Transfer Agreements Funding Agreements, and Matching Grant Agreements with the District that extend the deadline for expending Initial Public Access and Operation and Maintenance funds and Matching Grant Program funds, the deadline for providing public access, and/or the deadline for implementing approved projects because of extraordinary circumstances created by the North Bay fires.

Executive Summary:

The Sonoma County Agricultural Preservation and Open Space District has entered into a variety of agreements that provide funding for projects consistent with its Expenditure Plan, policies, and guidelines. In light of the recent wildfires, the District's General Manager is requesting authority through December 31, 2019 to extend the deadlines in these agreements for up to three years in cases where the grantee, property, and/or project was impacted by the fires.

As a party to a number of such agreements with the District, the Regional Parks' Director requests authority, through December 31, 2019, to sign agreement amendments that reflect deadline extensions.

Discussion:

The Sonoma County Agricultural Preservation and Open Space District (“District”) provides initial public access, operation and maintenance funding on recreational lands. The District also provides matching funds for acquisition, restoration and development for City, County, and non-profit projects through its Matching Grant Program (“Program”). Timelines are set for expending these funds and implementing the approved project. These timelines are documented in executed transfer agreements, funding agreements, recreation covenants, and matching grant agreements. In light of the recent wildfire and the need for agencies to prioritize fire recovery efforts, the District’s General Manager recommends obtaining authority through 2019 to extend agreements and covenants as necessary to ensure that the funding remains available, properties are opened to the public, and that projects are implemented. When requested, the General Manager would determine an appropriate extension period of up to three years, and would execute an amendment to the agreement or covenant.

This Board item also includes authorization for Regional Parks to sign agreement amendments that reflect deadline extensions during the same time period. City and non-profit partners that are party to these types of agreements will go through their own processes to obtain authorization from their respective boards or councils.

Initial Public Access, Operation and Maintenance on Recreational Lands

The District’s Expenditure Plan allows for “limited funding for initial public access, operation and maintenance of recreational lands purchased in accordance with this Plan.” The District’s Initial Public Access, Operation and Maintenance Policy (“Policy”) was adopted by the District’s Board on February 2, 2016 to clarify the process and identify eligible expenditures. The Policy establishes that the District may provide funding to entities that take ownership of a District-protected recreational land for the purposes of funding capital improvements necessary for initial public access, and operation and maintenance costs that support initial public access. Per the policy, the funding is available for a period not to exceed three years from the date of transfer of ownership.

In addition to executing a transfer or funding agreement identifying the specific amount of District funding allocated for initial public access, operation and maintenance, a recreation conservation covenant is often executed that identifies the timeline for opening the recreational property to the public. The District’s General Manager requests authority through December 31, 2019 to extend the deadline for funds and project implementation beyond the three years identified in the Policy, and to execute amendments to executed agreements and recreation covenants to reflect the extension.

To date, Sonoma County Regional Parks (“Regional Parks”) and the City of Sonoma have requested Transfer Agreement extensions to the three properties listed below. Additionally, Regional Parks has requested a Recreation Covenant extension on the Lawson Addition property. The District anticipates there may be additional requests relating to other recreational properties in the coming two years.

- Lawson Addition to Hood Mountain Regional Park (Regional Parks)
- North Sonoma Mountain Regional Park and Open Space Preserve (Regional Parks)
- Montini Open Space Preserve (City of Sonoma)

Matching Grant Program

The District’s Expenditure Plan authorizes the District to fund urban open space, restoration, and recreation projects through a competitive Matching Grant Program (Program). The Program is available to Cities, the County, other public agencies, and non-profit organizations. The District enters into a matching grant agreement that defines the project to be implemented, identifies the funding approved for the project, and provides a deadline for project implementation, which may include a date for opening a property to the public. These projects may include a recreation covenant, which also identifies the date by which the property will be open to the public.

The Program’s existing guidelines allow for one extension of up to two years to implement projects and/or open the property to the public. The District’s General Manager requests authority to extend expenditure of approved Program funds and completion of the approved project, including opening the property to the public, by up to an additional three years, in response to reallocation of resources due to the North Bay fires. When requested, the General Manager would determine an appropriate additional extension period, of up to three years, and execute an amendment to the agreement. For projects accepted into the Program that do not yet have executed agreements, the District’s General Manager would negotiate an appropriate timeframe, which may include up to three extra years. Regional Parks’ Director requests authority to sign Matching Grant Agreements or extension amendments to existing agreements.

Prior Board Actions:

- February 2, 2016: District Board of Directors approves the District’s IPAOM Policy (Reso 16-0040).
- December 6, 2011: District Board of Directors approves the most recent revisions to the District’s Matching Grant Program’s Guidelines.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

Approval of the amendments will facilitate opening up properties to the public, providing recreational and educational opportunities for county residents and visitors, and completion of restoration projects.

Fiscal Summary			
Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			
Narrative Explanation of Fiscal Impacts:			
Current and future years will have adequate appropriations for these extensions included in the budget.			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
<ol style="list-style-type: none"> Resolution – District Resolution – Regional Parks 			
Related Items “On File” with the Clerk of the Board:			
<ol style="list-style-type: none"> District Initial Public Access, Operation and Maintenance Policy District Matching Grant Program Guidelines 			

Date: December 12, 2017

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, Authorizing the District's General Manager, Through 2019, to Execute Amendments to Transfer Agreements, Funding Agreements, Recreation Covenants, and Matching Grant Agreements To Extend Deadlines for Expending Funds, Implementing Approved Projects, and Opening Properties to the Public

Whereas, the District provides initial public access, operations, and maintenance (IPAOM) funding on recreational lands, and has a Board-approved IPAOM Policy that establishes timelines for expenditure of these funds and project implementation; and

Whereas, the District provides matching funds for acquisition, restoration and development for City, County, and non-profit projects through its Matching Grant Program (Program), and has Board-approved Program Guidelines that establish timelines for expenditure of these funds and project implementation; and

Whereas, the North Bay fires have necessitated the reprioritization of work and change in capacity of some County departments, Cities and non-profits, resulting in District-funded projects being delayed; and

Whereas, the District wants to ensure that the funding remains available, properties get opened to the public, and that projects are implemented rather than funds being returned and projects left incomplete.

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. *Authority to Sign Extension Amendments.* That the District's General Manager is authorized and directed, through December 31, 2019, to execute amendments of transfer agreements, funding agreements, recreation covenants, and matching grant agreements to extend deadlines for expending Initial Public Access and Operations and Maintenance funds and Matching Grant Program

Resolution #

Date:

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funds, the deadline for providing public access, and/or the deadline for implementing approved projects in order to respond to grantees' necessity to reallocate resources due to impacts from the North Bay fires.

3. *Authority to Extend Timeframes.* That the District's General Manager is authorized, through December 31, 2019, to extend the timeframes identified in the Board-approved Matching Grant Program Guidelines for Matching Grant Program projects currently under negotiation in order to respond to grantees' necessity to reallocate resources due to impacts from the North Bay fires.

Directors:

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma
State of California

Date: December 12, 2017

Item Number: _____
Resolution Number: _____

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Authorizing the Director of Regional Parks, through 2019, to Sign Amendments to Transfer
Agreements, Funding Agreements, Recreation Covenants, and Matching Grant Agreements
To Extend Deadlines for Expending Funds, Implementing Approved Projects, and Opening
Properties to the Public**

Whereas, the Agricultural Preservation and Open Space District (District) provides and Regional Parks accepts initial public access, operations, and maintenance (IPAOM) funding on recreational lands with established timelines for expenditure of these funds and project implementation; and

Whereas, the District provides and Regional Parks accepts matching funds for acquisition, restoration and development through the District's Matching Grant Program (Program), and has Board-approved Program Guidelines that establish timelines for expenditure of these funds and project implementation; and

Whereas, the North Bay fires have necessitated the reprioritization of work and change in capacity of Regional Parks Department, resulting in District-funded projects being delayed; and

Whereas, Regional Parks wants to ensure that the funding remains available, properties get opened to the public, and that projects are implemented rather than funds being returned and projects left incomplete.

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

1. *Truth of Recitals.* That the foregoing recitations are true and correct.
2. *Authority to Sign Extension Amendments.* That the Director of Regional Parks is authorized and directed, through December 31, 2019, to sign amendments of transfer agreements, funding agreements, recreation covenants, and matching grant agreements to extend deadlines for expending Initial Public Access and

Resolution #

Date:

Page 2

Operations and Maintenance funds and Matching Grant Program funds, the deadline for providing public access, and/or the deadline for implementing approved projects.

Supervisors:

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

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 Directors, Sonoma County Water Agency
Board of Supervisors, Sonoma County Permit and Resource Management Department

Board Agenda Date: December 12, 2017 **Vote Requirement:** 4/5

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

Staff Name and Phone Number:

Marcus Trotta 547-1978
Robert Pennington 565-1352

Supervisory District(s):

Title: Prop 1 Funding of Sustainable Groundwater Data Management System

Recommended Actions:

- A) Authorize Water Agency's General Manager or designee and Permit Sonoma's Director or designee to execute an agreement for the Water Agency to provide administration of Proposition 1 Grant funds for development of sustainable groundwater data management systems through July 31, 2018 in the amount of \$250,000.
- B) Adopt a resolution authorizing adjustments to the Water Agency's Fiscal Year 2017-2018 adopted budget for the General Fund in the amount of \$250,000 for the Proposition 1 Sonoma County Sustainable Groundwater Management Database Management System.

Executive Summary:

On September 8, 2016, Permit Sonoma, formerly the Sonoma County Permit and Resource Management Department (County) and the State of California, Department of Water Resources, entered into an agreement to provide \$250,000 in grant funding to implement the Proposition 1 Sonoma County Sustainable Groundwater Data Management System Project (Project). The County is the grant recipient and the Sonoma County Water Agency (Water Agency) is acting as technical lead and administrator of the grant funds. The Project will develop a flexible and robust groundwater data management system that is capable of synthesizing existing data, and coordinating with the management of future acquired data. This will provide useful information to the Groundwater Sustainability Agencies, local stakeholders, and the public, that will facilitate sustainable groundwater management in accordance with the state Sustainable Groundwater Management Act.

Discussion:

HISTORY OF ITEM/BACKGROUND

On September 8, 2016, the County was awarded a \$250,000 grant by to implement the Sonoma County Sustainable Groundwater Data Management System Project (Project). The Project is financed under the Water Quality, Supply and Infrastructure Improvement Act of 2014 (Proposition 1 Sustainable Groundwater Planning Grant Program), administered by the State of California, Department of Water Resources. The County is the grant recipient and the Water Agency, as the sub-grantee, will manage technical consultants and administer the grant.

The Project will develop a flexible and robust groundwater data management system that is capable of synthesizing existing data, and coordinating with the management of future acquired data. This will provide useful information to the Groundwater Sustainability Agencies, local stakeholders, and the public, that will facilitate sustainable groundwater management in accordance with the state Sustainable Groundwater Management Act.

The purpose of this agreement between the County and the Water Agency is to provide a mechanism by which to accept and disburse grant funds from the State. The majority of the funds, \$182,625, will pay for a consultant agreement between the Water Agency and KISTERS North America, Inc. for development of a web-based data management system to support development of groundwater sustainability plans. This agreement was approved by the Board on August 1, 2017. The remaining \$67,375 of grant funds will be used as reimbursement for Water Agency (\$52,375) and County (\$15,000) staff time to compile and organize existing data sources and direct and support the consultant in completing the project.

RECOMMENDATION

Staff recommends that the Board Authorize Water Agency's General Manager or designee, and Permit Sonoma's Director or designee, execute an agreement for the Water Agency to administer Proposition 1 Grant funds for development of sustainable groundwater data management systems through July 31, 2018 in the amount of \$250,000. This agreement provides a means for the Water Agency and the County to receive and administer state Grant funding to implement a groundwater data management system for Sonoma County.

Water Agency staff also recommends that the Board adopt the budgetary resolution adjusting the Water Agency's Fiscal Year 2017-2018 budget in the amount of \$250,000 for the Proposition 1 grant funds for the Sonoma County Sustainable Groundwater Management Database Management System.

Prior Board Actions:

08/01/2017 Authorized the General Manager of the Water Agency to execute an agreement with KISTERS North America, Inc. for development of a web-based data management systems (\$186,625).

12/08/2015 Resolution authorizing the Director of the Permit and Resource Management Department to enter into an agreement with the California Department of Water Resources Sustainable Groundwater Planning Grant Program.

Strategic Plan Alignment Goal 3: Invest in the Future			
<p>Investing in a sustainable groundwater data management system will facilitate sustainable groundwater management in accordance with the state Sustainable Groundwater Management Act.</p> <p>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.</p> <p>This agreement assists Water Agency in complying with requirements of the Sustainable Groundwater Management Act, signed by Governor Brown in September 2014, which requires the sustainable management of California's groundwater basins.</p>			
Fiscal Summary			
Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses			
Additional Appropriation Requested	\$250,000		
Total Expenditures	\$250,000		
Funding Sources			
General Fund/WA GF			
State/Federal	\$250,000		
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources	\$250,000		
Narrative Explanation of Fiscal Impacts:			
<p>A Water Agency Budgetary Resolution is being submitted with this item. Grant fund revenue was accounted for in Permit Sonoma's FY16/16 and FY17/18 budgets, as approved by the Board of Supervisors.</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:
Resolution Agreement
Related Items "On File" with the Clerk of the Board:

S:\Agenda\agrees\12-12-2017 WA Prop 1 Grant Funds_summ.docm

CF/47-0-21 Sonoma, County of - PRMD (Coop Agree for Implementation of the
Prop 1 Sonoma County Sustainable Groundwater Data Management System)
17/18-009 (ID 6827)

Date: December 12, 2017

Item Number: _____
Resolution Number: _____

4/5 Vote Required

Resolution Of The Board Of Directors of the Sonoma County Water Agency Authorizing Adjustments to the Board Adopted Budget for Fiscal Year 2017-2018 for the Sonoma County Water Agency General Fund in the Amount of \$250,000

Whereas, the Board of Directors of the Sonoma County Water Agency (Water Agency) adopted the Water Agency Fiscal Year 2017-2018 budget on June 15, 2017; and

Whereas, Sections 29088 through 29092 of the Government Code, State of California allow for adjustments to the Fiscal Year 2017-2018 Adopted Budget; and

Whereas, the Water Agency desires to adjust the Fiscal Year 2017-2018 Adopted Budget for the General Fund in the amount of \$250,000 for the Proposition 1 Sonoma County Sustainable Groundwater Management Database Management System; and

Whereas, a resolution from the Water Agency's governing board authorizing such budget adjustment is required.

Now, Therefore, Be It Resolved that the County Auditor-Controller-Treasurer-Tax Collector and the County Administrator are hereby authorized and directed to complete the budgetary and accounting transfers and adjustments to the Sonoma County Water Agency (Water Agency) Fiscal Year 2017-2018 budget as follows:

Resolution #

Date:

Page 2

Fiscal Year 2017-2018 Expenditures		Amount
X0181-C018	Sonoma County Sustainable Groundwater Data Management System	
14015-33010100	General Fund	
54507	Other Contract Services	250,000.00
Total Expenditures		250,000.00
Fiscal Year 2017-2018 Funding Sources		
X0181-C018	Sonoma County Sustainable Groundwater Data Management System	
14015-33010100	General Fund	
46022	Capital Grants - State	250,000.00
Total Funding Sources		250,000.00

Directors:

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

ATTEST:

Clerk of the Board of Supervisors

Cooperative Agreement for Implementation of the Proposition 1 Sonoma County Sustainable Groundwater Data Management System

This agreement (“Agreement”) is by and between **Sonoma County Water Agency**, a body corporate and politic of the State of California (“Water Agency”) and **County of Sonoma**, through its Permit and Resource Management Department (“County”). The Effective Date of this Agreement is the date the Agreement is last signed by the parties to the Agreement, unless otherwise specified in Article 8.1 (Term of Agreement).

RECITALS

- A. On September 8, 2016, the County and the State of California, Department of Water Resources, entered into a grant agreement in the amount of \$250,000 to implement the Proposition 1 Sonoma County Sustainable Groundwater Data Management System Project (Project).
- B. The Project is financed under the Water Quality, Supply and Infrastructure Improvement Act of 2014 (Sustainable Groundwater Planning Grant Program), administered by the State of California, Department of Water Resources.
- C. The Project will develop a flexible and robust groundwater data management system that is capable of synthesizing existing data and coordinating with the management of future acquired data. This will provide useful information to the Groundwater Sustainability Agencies, local stakeholders, and the public that will facilitate sustainable groundwater management in accordance with the state Sustainable Groundwater Management Act.
- D. Water Agency and County do mutually desire to cooperate in the implementation of the Project.

In consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

AGREEMENT

The County and Water Agency agree as follows:

1. RECITALS

- 1.1. The above recitals are true and correct.

2. LIST OF EXHIBITS

- 2.1. The following exhibits are attached hereto and incorporated herein:
 - a. Exhibit A: Grant Agreement
 - b. Exhibit B: Grant Application
 - c. Exhibit C: Cost Allocation

3. DEFINITIONS

- 3.1. For the purposes of this Agreement the following terms and definitions shall be used:
 - a. Participant(s): City of Petaluma, City of Santa Rosa, and Valley of the Moon Water District.
 - b. Project: Collectively, County, Water Agency, and Participants have agreed to perform in cooperation the Project titled “Implementation of the Proposition 1 Sonoma County Sustainable Groundwater Data Management System.” Cost share for Project is set forth in Exhibit C.
 - c. Grantee: County
 - d. Subgrantee: Water Agency
 - e. Grant: Executed agreement between the State of California (Department of Water Resources) and Sonoma County, Agreement No. 4600011508, Proposition 1 - Sustainable Groundwater Planning (SGWP) Grant.
 - f. Grant Administrator: Water Agency has been designated as the entity that will perform Grant management tasks on behalf of the County.
 - g. Water Agency Representative: Water Agency staff assigned to perform Water Agency’s responsibilities.
 - h. County Representative: County staff assigned to perform County’s responsibilities

4. COORDINATION

- 4.1. County shall coordinate the work with Water Agency’s Project Manager. Contact information:

Water Agency	County
Water Agency Representative: Marcus Trotta, or assigned personnel Phone: 707-547-1978 Email: Marcus.Trotta@scwa.ca.gov 404 Aviation Boulevard Santa Rosa, CA 95403-9019	County Representative: Robert Pennington, or assigned personnel Phone: 707-565-1352 Email: Robert.Pennington@sonoma-county.org 2550 Ventura Avenue Santa Rosa, CA 95403

<p style="text-align: center;">Remit invoices to:</p> <p>Susan Bookmyer Same address as above or Email: susan.bookmyer@scwa.ca.gov</p> <p style="text-align: center;">Remit payments to:</p> <p>Jennifer Chong Same address as above or Email: Jennifer.Chong@scwa.ca.gov</p>	<p style="text-align: center;">Remit invoices or payments to:</p> <p>Accounting Same address as above or Email: PRMD-Accounting@sonoma-county.org</p>
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5. COUNTY'S RESPONSIBILITIES

- 5.1. Communication: Provide regular communication monthly via email or phone with Water Agency on Project status, schedule, budget tracking, and other issues as required.
- 5.2. Record Keeping: Maintain complete and accurate records of all transactions in compliance with generally accepted accounting principles for enterprise accounting as promulgated by the American Institute of Certified Public Accountants and the Governmental Accounting Standards Board. Also maintain complete Project files with all correspondence, including letters and meeting notes. Such records will be available to Water Agency at all reasonable times for inspection and analysis.
- 5.3. Grant Agreement Obligations: As Grantee, fulfill obligations under the Grant and provide Water Agency with information reasonably necessary to allow Water Agency, as Grant Administrator, to meet the documentary reporting requirements under the Grant together with documentation required to be submitted to the Department of Water Resources under the Grant.
 - a. Coordination: Execute forms, declarations, certifications, and other documents as required by the Grant. Provide Water Agency such other assistance necessary to maximize the receipt of funding from the Grant as Water Agency shall reasonably request.
 - b. Documentation: As required by the Grant and Water Agency, prepare and submit to Water Agency, status reports, invoices, purchase orders, proof of delivery, proof of payment, payroll records, timesheets, receipts, and any other supporting documentation necessary to fully and accurately describe the eligible work defined in the Grant.
 - c. Schedule: Provide required information and documentation to Water Agency in a timely manner and at least two weeks in advance of the submittal dates and deadlines specified in the Grant.
 - d. Cost Share: Ensure that a minimum of \$62,768 in cost share funds are available for Project implementation as required by the Grant and provide documentation in accordance with Paragraphs 5.2 and 5.3.

6. WATER AGENCY'S RESPONSIBILITIES

- 6.1. Record Keeping: Maintain complete and accurate records of all transactions in compliance with generally accepted accounting principles for enterprise accounting as promulgated by the American Institute of Certified Public Accountants and the Governmental Accounting Standards Board. Maintain complete Project files with all correspondence, including letters and meeting notes. Such records will be available to County at all reasonable times for inspection and analysis.
- 6.2. Grant Administration and Implementation: As Subgrantee administering the Grant on behalf of the County, Water Agency will provide County with information reasonably necessary to allow County to fulfill County's obligations under the Grant.
 - a. Technical Services: Supervise technical consultant, distribute draft and final copies of any reports generated, and act as liaison with the Department of Water Resources. This responsibility includes coordinating any necessary technical review meetings and providing status updates to County as needed.
 - b. Administration and Coordination: Provide Project management and coordination including preparing and submitting to the Department of Water Resources documents required to meet the documentary reporting requirements of the Grant. Documentation includes reports required in the Grant, invoices, purchase orders, proof of delivery, proof of payment, payroll records, timesheets, receipts, and any other supporting documentation necessary to fully and accurately describe the eligible work defined in the Grant. Provide County such other assistance necessary to maximize the receipt of funding from the Grant as County shall reasonably request.
 - c. Schedule: Provide information and documentation to County at least one week in advance of the deadlines specified in the Grant for review prior to submitting to the Department of Water Resources.
 - d. Cost Share: Ensure a minimum of \$150,000 in cost share funds are available for Project implementation as required by the Grant and provide documentation in accordance with Paragraphs 6.1 and 6.2.

7. FUNDING AND PAYMENTS

- 7.1. County may receive up to a maximum of \$15,000 in Grant funds for eligible work defined in the Grant Agreement. Amount of funding County will receive may be adjusted, as mutually agreed in writing by the parties, provided total cost does not exceed \$15,000.
- 7.2. Funding, Invoicing, and Payments to Water Agency: Water Agency will invoice the Department of Water Resources quarterly for reimbursement of expenses

incurred for Project. Upon receipt of Grant funds from the Department of Water Resources, County shall pay Water Agency for costs as authorized in the Grant agreement and itemized in said invoice to Water Agency within 30 calendar days of receipt of reimbursement from the Department of Water Resources.

8. TERM OF AGREEMENT

- 8.1. The term of this Agreement shall be from September 8, 2016 ("Effective Date") to July 31, 2018, unless terminated earlier pursuant to the provisions of Paragraph 9.1

9. ADDITIONAL REQUIREMENTS

- 9.1. Authority to Terminate Agreement: Either party may terminate its participation in this Agreement by giving thirty (30) calendar days advance written notice to the other party of its intent to terminate its participation in this Agreement. Termination shall not relieve the Terminating Party of its obligation to pay costs and expenses related to the Project or otherwise allocated prior to the effective date of the termination. Water Agency's right to terminate may be exercised by Water Agency's General Manager.
- 9.2. Authority to Amend Agreement: Changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Changes to lengthen time schedules or make minor modifications to the scope of work, which do not increase the amount paid under the Agreement, may be executed by the Water Agency's General Manager in a form approved by County Counsel.
- 9.3. No Waiver of Breach: The waiver by Water Agency of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or promise or any subsequent breach of the same or any other term or promise contained in this Agreement.
- 9.4. Construction: To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.
- County and Water Agency acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. County and Water Agency acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

- 9.5. 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.
- 9.6. Applicable Law and Forum: This Agreement shall be construed and interpreted according to the substantive law of California excluding the law of conflicts. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the County of Sonoma.
- 9.7. Captions: The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.
- 9.8. Merger: This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure section 1856. Each Party acknowledges that, in entering into this Agreement, it has not relied on any representation or undertaking, whether oral or in writing, other than those which are expressly set forth in this Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.
- 9.9. Survival of Terms: All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- 9.10. Time of Essence: Time is and shall be of the essence of this Agreement and every provision hereof.

10. MUTUAL INDEMNIFICATION

- 10.1. Each party shall indemnify, defend, protect, hold harmless, and release the other, its officers, agents, and employees, from and against any and all claims, losses, proceedings, damages, causes of action, liability, costs, or expense (including attorneys’ fees and witness costs) arising from or in connection with, or caused by any negligent act or omission or willful misconduct of such indemnifying party or its agents, employees, contractors, subcontractors, or invitees. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages or compensation payable to or for the indemnifying party or its agents, employees, contractors, subcontractors, or invitees under workers’ compensation acts, disability benefit acts, or other employee benefit acts.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date last signed by the parties to the Agreement.

Reviewed as to funds:

TW 17/18-009

By: _____
Water Agency Division Manager -
Administrative Services

Approved as to form:

By: _____
Cory O'Donnell, Deputy County Counsel

Sonoma County Water Agency

County of Sonoma

By: _____
Michael Thompson
Interim General Manager
Authorized per Water Agency's Board of
Directors Action on December 12, 2017

By: _____

(Please print name here)

Title: _____

Date: _____

Date: _____

**GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA (DEPARTMENT OF WATER RESOURCES) AND
SONOMA COUNTY
AGREEMENT NUMBER 4600011508
PROPOSITION 1 SUSTAINABLE GROUNDWATER PLANNING (SGWP) GRANT
PUBLIC RESOURCE CODE §79700 ET SEQ.**

THIS GRANT AGREEMENT is entered into by and between the Department of Water Resources of the State of California, herein referred to as the "State" or "DWR" and Sonoma County, herein referred to as the "Grantee", which parties do hereby agree as follows:

1. PURPOSE. State shall provide funding from the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Water Code, § 79770 et seq.) to assist the Grantee in financing planning activities (Project) that will improve sustainable groundwater management.
2. TERM OF GRANT AGREEMENT. The term of this Grant Agreement begins on the date this Grant Agreement is executed by State, and terminates on March 31, 2018, or when all of the Parties' obligations under this Grant Agreement are fully satisfied, whichever occurs earlier.
3. GRANT AMOUNT. The maximum amount payable by the State under this Agreement shall not exceed \$250,000.
4. GRANTEE COST SHARE. Grantee is required to provide a Local Cost Share (non-state funds) of not less than 50 percent of the Total Project Cost unless a Disadvantaged Community waiver is granted. Grantee agrees to provide a Local Cost Share (non-state funds) for the amount as documented in Exhibit B Budget. Local Cost Share may include expenses directly related to Exhibit A Work Plan after November 4, 2014.
5. GRANTEE'S RESPONSIBILITY. Grantee and its representatives shall:
 - a) Faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A (Work Plan) and in accordance with Exhibit B (Budget) and Exhibit C (Schedule).
 - b) Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Grant Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by Grantee in the application, documents, amendments, and communications filed in support of its request for Water Quality, Supply, and Infrastructure Improvement Act of 2014 financing.
 - c) Comply with all applicable California laws and regulations.
 - d) Implement the Project in accordance with applicable provisions of the law.
 - e) Fulfill its obligations under the Grant Agreement, and be responsible for the performance of the project.
6. DISBURSEMENT OF FUNDS. State will disburse to Grantee the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Grant Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations, or which may require any rebates to the federal government, or any loss of tax-free status on state bonds, pursuant to any federal statute or regulation.
7. ELIGIBLE PROJECT COST. Grantee shall apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law and Exhibit B. Eligible project costs include the reasonable costs of studies, engineering, design, land and easement acquisition, legal fees, preparation of environmental documentation, environmental mitigations, monitoring, and project construction. Reasonable administrative expenses may be included as Total Project Costs and will depend on the complexity of the project preparation, planning, coordination, construction, acquisitions, and implementation. Reimbursable administrative expenses are the necessary costs incidentally but directly related to the project including the portion of overhead and administrative expenses that are directly related to the project included in this Agreement in accordance with the standard accounting practices of the Grantee. Work performed on the project after March 22, 2016, shall be eligible for reimbursement.

Costs that are not eligible for reimbursement or to be used as Local Cost Share include, but are not limited to the following items:

- a) Costs for preparing and filing a grant application belonging to another solicitation

- b) Operation and maintenance costs, including post construction project performance and monitoring costs
 - c) Purchase of equipment not an integral part of the project
 - d) Establishing a reserve fund
 - e) Purchase of water supplies
 - f) Replacement of existing funding sources for ongoing programs
 - g) Support of existing punitive regulatory agency requirements and/or mandates in response to negligent behavior
 - h) Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of the project, as set forth and detailed by engineering and feasibility studies or acquisition of land by eminent domain
 - i) Payment of principal or interest of existing indebtedness or any interest payments unless the debt is incurred after effective date of a grant award with the State, the granting agency agrees in writing to the eligibility of the costs for reimbursement before the debt is incurred, and the purposes for which the debt is incurred are otherwise reimbursable project costs
 - j) Overhead not directly related to project costs
 - k) Meals, food items, or refreshments
 - l) Costs associated with travel unless the project directly benefits a Disadvantaged Community or Severely Disadvantaged Community.
8. METHOD OF PAYMENT. Submit a copy of invoice for costs incurred and supporting documentation to the DWR Project Manager. Additionally, the original invoice form with signature and date (in ink) of Grantee's Authorized Representative, as indicated on paragraph 19 of this Agreement, must be sent to the DWR Project Manager for approval. Invoices shall include the following information:
- a) Costs incurred for work performed in implementing the projects during the period identified in the particular invoice.
 - b) Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for the projects during the period identified in the particular invoice for the Implementation of a project.
 - c) Invoices shall be submitted on forms provided by State and shall meet the following format requirements:
 - 1) Invoices must contain the date of the invoice, the time period covered by the invoice, and the total amount due.
 - 2) Invoices must be itemized based on the categories (i.e., tasks) specified in Exhibit B. The amount claimed for salaries/wages/consultant fees must include a calculation formula (e.g., hours or days worked times the hourly or daily rate = the total amount claimed).
 - 3) Sufficient evidence (e.g., receipts, copies of checks, time sheets, etc.) as determined by the State must be provided for all costs included in the invoice. Other Cost Share shall be accounted for separately in the progress reports.
 - 4) DWR Project Manager will notify Grantee, in a timely manner, when, upon review of an Invoice, the State determines that any portion or portions of the costs claimed are not eligible costs or are not supported by documentation or receipts acceptable to State. Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to State to correct such deficiency(ies). If Grantee fails to submit adequate documentation correcting the deficiency(ies), State will adjust the pending invoice by the amount of ineligible or unapproved costs. After the requirements are met, State will disburse the whole or portions of State funding to Grantee, following receipt from Grantee via US mail or Express mail delivery of a "wet signature" invoice for costs incurred, including Cost Share, and timely Quarterly Progress Reports as required by Paragraph 14, Submission of Reports. Payment will be made no more frequently than monthly, in arrears, upon receipt of an invoice bearing the Grant Agreement number.
9. WITHHOLDING OF DISBURSEMENTS BY STATE. If the State determines that a project is not being implemented in accordance with the provisions of this Grant Agreement, or that Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if Grantee does not remedy any such failure to State's satisfaction, State may withhold from Grantee all or any portion of the State funding and take any

other action that it deems necessary to protect its interests. Where a portion of the State funding has been disbursed to the Grantee and State notifies Grantee of its decision not to release funds that have been withheld pursuant to Paragraph 11, the portion that has been disbursed shall thereafter be repaid immediately with interest at the California general obligation bond interest rate at the time the State notifies the Grantee, as directed by State. State may consider Grantee's refusal to repay the requested disbursed amount a contract breach subject to the default provisions in Paragraph 10, "Default Provisions." If State notifies Grantee of its decision to withhold the entire funding amount from Grantee pursuant to this paragraph, this Grant Agreement shall terminate upon receipt of such notice by Grantee and the State shall no longer be required to provide funds under this Grant Agreement and the Grant Agreement shall no longer be binding on either party.

10. DEFAULT PROVISIONS. Grantee will be in default under this Grant Agreement if any of the following occur:

- a) Substantial breaches of this Grant Agreement, or any supplement or amendment to it, or any other agreement between Grantee and State evidencing or securing Grantee's obligations.
- b) Making any false warranty, representation, or statement with respect to this Grant Agreement or the application filed to obtain this Grant Agreement.
- c) Failure to maintain an adopted IRWM Plan that meets the requirements contained in Part 2.2 of Division 6 of the Water Code, commencing with § 10530.
- d) Failure to make any remittance required by this Grant Agreement.
- e) Failure to comply with Labor Compliance Program requirements (Paragraph 18).
- f) Failure to submit timely progress reports.
- g) Failure to routinely invoice State.
- h) Failure to meet any of the requirements set forth in Paragraph 11, "Continuing Eligibility."

Should an event of default occur, State shall provide a notice of default to the Grantee and shall give Grantee at least ten (10) calendar days to cure the default from the date the notice is sent via first-class mail to the Grantee. If the Grantee fails to cure the default within the time prescribed by the State, State may do any of the following:

- a) Declare the funding be immediately repaid, with interest, at the California general obligation bond interest rate at the time the State notifies the Grantee of the default.
- b) Terminate any obligation to make future payments to Grantee.
- c) Terminate the Grant Agreement.
- d) Take any other action that it deems necessary to protect its interests.

In the event State finds it necessary to enforce this provision of this Grant Agreement in the manner provided by law, Grantee agrees to pay all costs incurred by State including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

11. CONTINUING ELIGIBILITY. Grantee must meet the following ongoing requirement(s) to remain eligible to receive State funds:

- a) An urban water supplier that receives grant funds governed by this Grant Agreement must maintain compliance with the Urban Water Management Planning Act (UWMP; Water Code, § 10610 et seq.) and Sustainable Water Use and Demand Reduction, Part 2.55 of Division 6 (Water Code, § 10608 et seq.). The 2015 UWMP update must be submitted to DWR by July 1, 2016. To maintain eligibility and continue funding disbursements, an urban water supplier must have their 2015 UWMP deemed consistent by DWR on or before January 1, 2017. For more information, visit the following website: <http://www.water.ca.gov/urbanwatermanagement>.
- b) An agricultural water supplier receiving grant funding must have their Agricultural Water Management Plan (AWMP) deemed consistent by DWR. The most recent AWMP update must have been submitted to DWR by December 31, 2015. To maintain eligibility and continue funding disbursements, an agricultural water supply must have their 2015 AWMP deemed consistent by DWR on or before October 1, 2016. For more information, visit the following website: <http://www.water.ca.gov/wateruseefficiency/agricultural/agmgmt.cfm>.
- c) Grantees diverting surface water must maintain compliance with diversion reporting requirements as outlined in Part 5.1 of Division 2 of the Water Code.

- d) Grantees that have been designated as monitoring entities under the California Statewide Groundwater Elevation Monitoring (CASGEM) Program must maintain reporting compliance, as required by Water Code § 10932 and the CASGEM Program.
12. PERMITS, LICENSES, APPROVALS, AND LEGAL OBLIGATIONS. Grantee shall be responsible for obtaining any and all permits, licenses, and approvals required for performing any work under this Grant Agreement, including those necessary to perform design, construction, or operation and maintenance of the Projects. Grantee shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting any such work, specifically those including, but not limited to, environmental, procurement, and safety laws, rules, regulations, and ordinances. Grantee shall provide copies of permits and approvals to State.
13. RELATIONSHIP OF PARTIES. If applicable, Grantee is solely responsible for design, construction, and operation and maintenance of projects within the work plan. Review or approval of plans, specifications, bid documents, or other construction documents by State is solely for the purpose of proper administration of funds by State and shall not be deemed to relieve or restrict responsibilities of Grantee under this Grant Agreement.
14. SUBMISSION OF REPORTS. The submittal and approval of all reports is a requirement for the successful completion of this Grant Agreement. Reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to State. All reports shall be submitted to the State's Project Manager, and shall be submitted via DWR's GRanTS. If requested, Grantee shall promptly provide any additional information deemed necessary by State for the approval of reports. Reports shall be presented in the formats described in the applicable portion of Exhibit F. The timely submittal of reports is a requirement for initial and continued disbursement of State funds. Submittal and subsequent approval by the State of a Grant Completion Report is a requirement for the release of any funds retained for such projects.
- a) Progress Reports: Grantee shall submit progress reports on a regular and consistent basis to meet the State's requirement for disbursement of funds. The reporting period shall not exceed one quarter in length. The progress reports shall be sent via e-mail to the State's Project Manager and shall be uploaded into GRanTS. The progress reports shall provide a brief description of the work performed during the reporting period including: Grantee's activities, milestones achieved, any accomplishments, and any problems encountered in the performance of the work under this Agreement.
- b) Grant Completion Report: Grantee shall submit a Grant Completion Report within ninety (90) calendar days of project completion. Grant Completion Report shall include, in part, a description of actual work done, any changes or amendments to the project, and a final schedule showing actual progress versus planned progress, copies of any final documents or reports generated or utilized during a project. Final retention will not be disbursed until the Grant Completion Report has been submitted and approved.
15. NOTIFICATION OF STATE. Grantee shall promptly notify State, in writing, of the following items:
- a) Events or proposed changes that could affect the scope, budget, or work performed under this Grant Agreement. Grantee agrees that no substantial change in the scope of a project(s) will be undertaken until written notice of the proposed change has been provided to State and State has given written approval for such change. Substantial changes generally include changes to the work plan, schedule or term, and budget.
- b) Any public or media event publicizing the accomplishments and/or results of this Grant Agreement and provide the opportunity for attendance and participation by State's representatives. Grantee shall make such notification at least 14 calendar days prior to the event.
16. NOTICES. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Grant Agreement shall be in writing. Notices may be transmitted by any of the following means:
- a) By delivery in person.
- b) By certified U.S. mail, return receipt requested, postage prepaid.

- c) By "overnight" delivery service; provided that next-business-day delivery is requested by the sender.
- d) By electronic means.

Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U. S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices shall be sent to the addresses set forth in Paragraph 19. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.

- 17. PERFORMANCE EVALUATION. Upon completion of this Grant Agreement, Grantee's performance will be evaluated by the State and a copy of the evaluation will be placed in the State file and a copy sent to the Grantee.
- 18. LABOR COMPLIANCE. The Grantee agrees to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to reimbursement from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. Current Department of Industrial Relations (DIR) requirements may be found at: <http://www.dir.ca.gov/lcp.asp>. For more information, please refer to DIR's Public Works Manual at: <http://www.dir.ca.gov/dlse/PWManualCombined.pdf>.
- 19. PROJECT REPRESENTATIVES. The Project Representatives during the term of this Grant Agreement are as follows:

Department of Water Resources
Arthur Hinojosa
Chief, Division of IRWM
P.O. Box 942836
Sacramento CA 94236-0001
Phone: (916) 653-4736
e-mail: Arthur.Hinojosa@water.ca.gov

Sonoma County
Tennis Wick
Director, Sonoma County Permit and Resource
Management Department
2550 Ventura Avenue
Santa Rosa CA 95403
Phone: (707) 565-1925
e-mail: tennis.wick@sonoma-county.org

Direct all inquiries to the Project Manager:

Department of Water Resources
Heather Shannon
Division of Integrated Regional Water Management
P.O. Box 942836
Sacramento CA 94236
Phone: (916) 653-4993
e-mail: heather.shannon@water.ca.gov

Sonoma County
Marcus Trotta
Hydrogeologist
404 Aviation Blvd.
Santa Rosa CA 95403
Phone: (707) 547-1978
e-mail: marcus.trotta@scwa.ca.gov

Either party may change its Project Representative or Project Manager upon written notice to the other party.

- 20. STANDARD PROVISIONS. The following Exhibits are attached and made a part of this Grant Agreement by this reference:

- Exhibit A – Work Plan
- Exhibit B – Budget
- Exhibit C – Schedule
- Exhibit D – Standard Conditions
- Exhibit E – Authorizing Resolution
- Exhibit F – Report Formats and Requirements
- Exhibit G – Requirements for Statewide Monitoring and Data Submittal
- Exhibit H – State Audit Document Requirements and Local Cost Share Guidelines for Grantees

IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement.

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES


Tracie Billington, P.E., Chief
Financial Assistance Branch
Division of Integrated Regional Water Management

Date 9/8/16

Approved as to Legal Form and Sufficiency


Robin Brewer, Assistant Chief Counsel
Office of Chief Counsel

Date 9-7-16

Sonoma County


Director, Sonoma County Permit and Resource
Management Department

Date 9/5 AUG 16

Approved as to Legal Form and Sufficiency


Cory O'Donnell, Deputy County Counsel
Sonoma County

Date 8/27/16

**EXHIBIT A
WORK PLAN**

PROJECT TITLE: Sonoma County Sustainable Groundwater Data Management System

PROPOSAL PROJECT SUMMARY: The Project will develop a data management system (DMS) to store and analyze groundwater data including groundwater levels, groundwater quality, pumping and well test data, streamflow data and well construction data, to facilitate implementation of the Sustainable Groundwater Management Act (SGMA) and the sustainable management of groundwater resources in Sonoma County. The proposed project will also include the development of a public data portal to allow for multiple agencies to access and use the DMS interface.

TASK 1 GRANT ADMINISTRATION

TASK 1.1 GRANT MANAGEMENT

Manage Agreement including: compliance with Agreement requirements, development, preparation and submission of supporting grant documents and this Agreement. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

- Environmental Information Form (EIF)*
- Audited Financial Statement Form*
- Executed Grant Agreement*

TASK 1.2 REPORTING

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit (F) of this Agreement. Progress reports will include sufficient information for DWR program manager to understand and review backup documentation submitted with invoices. Submit reports to DWR.

Prepare Draft Project Completion Report and submit to DWR for DWR Project Manager's comment and review no later than 90 days after work completion. Prepare Final Report addressing DWR's comments. The report shall be prepared and presented in accordance with the provision of Exhibit F.

Deliverables:

- Project Progress Reports*
- Final Project Completion Report*

TASK 1.3 INVOICING

Prepare draft invoice for submission to DWR per direction provided by DWR project manager using the invoice template provided by DWR. Collect and organize back-up documentation by task, prepare summary excel document detailing contents of backup documentation organized by task (to match task in grant agreement budget), track budget, and verify math prior to submitting each draft invoice. Respond to DWR project manager's comments on draft invoice in a timely manner. Submit draft and final invoices.

Deliverables:

- Draft and final invoices*
- Backup documentation and summary document*

TASK 2 DATA MANAGEMENT SYSTEM DEVELOPMENT

TASK 2.1 COMPILATION AND EVALUATION OF EXISTING DATA

Gather and compile available data and existing databases maintained by the project partners and other entities in Sonoma County for the data management system (DMS). Data and databases will include key datasets including groundwater elevations, lithologic data, well construction data, aquifer test data, groundwater quality data,

groundwater extraction data, geographic information systems (GIS) data, streamflow data, and land surface elevation data.

Deliverables:

- Inventory of available data, including format and sources*

TASK 2.2 SELECTION OF DATA MANAGEMENT SYSTEM PLATFORM

Selection of the DMS will involve determining the data requirements, including identification of types and sources of data to be managed; frequency, period of record and methods of data collection; verification and quality assurance process; collection and organization of the historical data; and applicable standards. This task includes the issuance of a request for proposal (RFP), to select and contract with a consultant to design and implement the DMS. Before selection of the DMS, Sonoma County will hold one technical workgroup meeting comprising staff of Groundwater Sustainability Agency (GSA)-eligible agencies to review existing data sources and discuss data requirements. This task also includes one publically accessible webinar to describe the overall project, review existing data sources, and solicit input from stakeholders on any other potential data sources and proposed overall approach for the DMS and Public Data Portal. Develop a technical memorandum to provide inventory of existing data sources, document the proposed data requirements for the DMS, and recommend the DMS platform.

Deliverables:

- Copy of executed agreement with selected consultant.*
- Agendas and meeting summaries from technical workgroup meeting and public webinar.*
- Technical memorandum*

TASK 2.3 DEVELOPMENT OF DATA MANAGEMENT STRUCTURE AND POPULATION WITH DATA

Develop the DMS structure, including data acquisition components, data storage components, data analysis/reporting components, and schema. Completion of this task will provide a framework structure for the DMS and data output.

Populate the DMS with existing available data sources. Population of the DMS will involve manual data entry from data maintained in paper or scanned files, transformation of data from existing spreadsheets or geo-referenced databases, and automated acquisition of data from web-based published sources. One training session for staff of GSA-eligible agencies will be held on use and functions of the DMS. Develop a technical memorandum documenting DMS structure, including protocols for loading and transforming data and data analysis/reporting tools.

Deliverables:

- Technical memorandum*
- Agenda, training material, and list of attendees from training session.*

TASK 2.4 DEVELOP PUBLIC DATA PORTAL

Development of a public data portal will include the selection of appropriate data to be shared, development of protocols to protect confidential or secure data, and incorporation of data reporting tools developed in the DMS structure. This task also includes one technical workgroup meeting comprised of GSA-eligible agencies staff. Appropriate content and structure for the public data portal will be discussed at the meeting. This task also includes hosting one publically-accessible webinar to provide training to interested members of the public on accessing and using the public data portal. Develop a summary memorandum identifying how to access public data portal.

Deliverables:

- Agendas and meeting summaries from the technical workgroup meeting and public webinar*
- Summary memorandum*

**EXHIBIT B
 BUDGET**

Project Title: Sonoma County Sustainable Groundwater Data Management System					
Tasks		Grant Amount	Required Local Cost Share (non-state source)	Other Cost Share	Total Project Cost
(a)	Task 1 - Grant Administration	\$ -	\$30,000	\$ -	\$30,000
(b)	Task 2 - Data Management System Development	\$250,000	\$374,100	\$ -	\$624,100
	Total	\$250,000	\$404,100	\$ -	\$654,100

EXHIBIT C
SCHEDULE

Tasks	Start Date	End Date
Task 1 – Grant Administration	July 2016	December 2017
Task 2 – Data Management System Development	July 2016	September 2017

EXHIBIT D
STANDARD CONDITIONS

D.1) ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:

- a) **Separate Accounting of Funding Disbursements and Interest Records:** Grantee shall account for the money disbursed pursuant to this Grant Agreement separately from all other Grantee funds. Grantee shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. Grantee shall keep complete and accurate records of all receipts, disbursements, and interest earned on expenditures of such funds. Grantee shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by State at any and all reasonable times.
- b) **Fiscal Management Systems and Accounting Standards:** The Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of state law or this Grant Agreement.
- c) **Disposition of Money Disbursed:** All money disbursed pursuant to this Grant Agreement shall be deposited, administered, and accounted for pursuant to the provisions of applicable law.
- d) **Remittance of Unexpended Funds:** Grantee shall remit to State any unexpended funds that were disbursed to Grantee under this Grant Agreement and were not used to pay Eligible Project Costs within a period of sixty (60) calendar days from the final disbursement from State to Grantee of funds or, within thirty (30) calendar days of the expiration of the Grant Agreement, whichever comes first.

D.2) ACKNOWLEDGEMENT OF CREDIT: The Grantee shall include appropriate acknowledgement of credit to the State for their support when promoting the Project or using any data and/or information developed under this Agreement. During implementation of the Project, the Grantee shall install a sign at a prominent location which shall include a statement that the Project is financed under the Water Quality, Supply, and Infrastructure Improvement Act of 2014, (Sustainable Groundwater Planning Grant Program), administered by State of California, Department of Water Resources. The Grantee shall notify the State that the sign has been erected by providing them with a site map with the sign location noted and a photograph of the sign.

D.3) AIR OR WATER POLLUTION VIOLATION: Under State laws, the Grantee shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to § 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

D.4) AMENDMENT: This Grant Agreement may be amended at any time by mutual agreement of the Parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by the Grantee for amendments must be in writing stating the amendment request and the reason for the request. State shall have no obligation to agree to an amendment.

D.5) AMERICANS WITH DISABILITIES ACT: By signing this Grant Agreement, Grantee assures State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

D.6) APPROVAL: This Agreement is of no force or effect until signed by all parties to the agreement. Grantee may not submit invoices or receive payment until all required signatures have been obtained.

D.7) ASSIGNMENT: This Grant is not assignable by the Grantee, either in whole or in part, without the written consent of the State.

D.8) AUDITS: State reserves the right to conduct an audit at any time between the execution of this Grant Agreement and the completion of Projects, with the costs of such audit borne by State. After completion of the Projects, State may require Grantee to conduct a final audit to State's specifications,

at Grantee's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and State may elect to pursue any remedies provided in Paragraph 10 or take any other action it deems necessary to protect its interests.

Pursuant to Government Code § 8546.7, the Grantee shall be subject to the examination and audit by the State for a period of three years after final payment under this Grant Agreement with respect to all matters connected with this Grant Agreement, including but not limited to, the cost of administering this Grant Agreement. All records of Grantee or its contractor or subcontractors shall be preserved for this purpose for at least three (3) years after final payment. The Grantee agrees it shall return any audit disallowances to the State.

- D.9) BUDGET CONTINGENCY:** If the Budget Act of the current year and/or subsequent years covered under this Agreement does not appropriate sufficient funds for this program, this Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of the State to make any payments under this Agreement. In this event, the State shall have no liability to pay any funds whatsoever to the Grantee or to furnish any other considerations under this Agreement and the Grantee shall not be obligated to perform any provisions of this Agreement. Nothing in this Agreement shall be construed to provide the Grantee with a right of priority for payment over any other grantee. If this Agreement's funding for any fiscal year is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to the Grantee to reflect the reduced amount.
- D.10) CEQA:** Activities funded under this Grant Agreement, regardless of funding source, must be in compliance with the California Environmental Quality Act (CEQA) (Public Resources Code, §21000 et seq.). Information on CEQA may be found at the following links:
Environmental Information: <http://resources.ca.gov/ceqa/>
California State Clearinghouse Handbook: http://opr.ca.gov/docs/SCH_Handbook_2012.pdf
- D.11) CHILD SUPPORT COMPLIANCE ACT:** For any Grant Agreement in excess of \$100,000, the Grantee acknowledges in accordance with Public Contract Code 7110, that:
- a) The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with §5200) of Part 5 of Division 9 of the Family Code; and
 - b) The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- D.12) CLAIMS DISPUTE:** Any claim that the Grantee may have regarding performance of this Agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the State's Project Manager, within thirty (30) days of the Grantee's knowledge of the claim. State and Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to this Agreement to implement the terms of any such resolution.
- D.13) COMPETITIVE BIDDING AND PROCUREMENTS:** Grantee shall comply with all applicable laws and regulations regarding securing competitive bids and undertaking competitive negotiations in Grantee's contracts with other entities for acquisition of goods and services and construction of public works with funds provided by State under this Grant Agreement.
- D.14) COMPUTER SOFTWARE:** Grantee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Grant Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
- D.15) CONFLICT OF INTEREST:** All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the

application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code § 1090 and Public Contract Code, § 10410 and § 10411, for State conflict of interest requirements.

- a) **Current State Employees:** No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
- b) **Former State Employees:** For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
- c) **Employees of the Grantee:** Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act (Government Code, § 87100 et seq.)
- d) **Employees and Consultants to the Grantee:** Individuals working on behalf of a Grantee may be required by the Department to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.

D.16) DELIVERY OF INFORMATION, REPORTS, AND DATA: Grantee agrees to expeditiously provide throughout the term of this Grant Agreement, such reports, data, information, and certifications as may be reasonably required by State.

D.17) DRUG-FREE WORKPLACE CERTIFICATION: Certification of Compliance: By signing this Grant Agreement, Grantee, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

- a) Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code § 8355(a)(1).
- b) Establish a Drug-Free Awareness Program, as required by Government Code § 8355(a)(2) to inform employees, contractors, or subcontractors about all of the following:
 - i) The dangers of drug abuse in the workplace,
 - ii) Grantee's policy of maintaining a drug-free workplace,
 - iii) Any available counseling, rehabilitation, and employee assistance programs, and
 - iv) Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
- c) Provide, as required by Government Code § 8355(a)(3), that every employee, contractor, and/or subcontractor who works under this Grant Agreement:
 - i) Will receive a copy of Grantee's drug-free policy statement, and
 - ii) Will agree to abide by terms of Grantee's condition of employment, contract or subcontract.

D.18) GOVERNING LAW: This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California

- D.19) GRANTEE COMMITMENTS:** Grantee accepts and agrees to comply with all terms, provisions, conditions and commitments of this Grant Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Grantee in the application, documents, amendments, and communications filed in support of its request for funding.
- D.20) GRANTEE NAME CHANGE:** Approval of the State's Program Manager is required to change the Grantee's name as listed on this Grant Agreement. Upon receipt of legal documentation of the name change the State will process an amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
- D.21) INCOME RESTRICTIONS:** The Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Agreement shall be paid by the Grantee to the State, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the State under this Agreement.
- D.22) INDEMNIFICATION:** Grantee shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Project and this Agreement, including, but not limited to any claims or damages arising from planning, design, construction, maintenance and/or operation of levee rehabilitation measures for this Project and any breach of this Agreement. Grantee shall require its contractors or subcontractors to name the State, its officers, agents and employees as additional insured on their liability insurance for activities undertaken pursuant to this Agreement.
- D.23) INDEPENDENT CAPACITY:** Grantee, and the agents and employees of Grantees, in the performance of the Grant Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.
- D.24) INSPECTION OF BOOKS, RECORDS, AND REPORTS:** During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Grant Agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Grant Agreement. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and State may withhold disbursements to Grantee or take any other action it deems necessary to protect its interests.
- D.25) INSPECTIONS OF PROJECT BY STATE:** State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Grant Agreement. This right shall extend to any subcontracts, and Grantee shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Grant Agreement with State.
- D.26) INVOICE DISPUTES:** In the event of an invoice dispute, payment will not be made until the dispute is resolved and a corrected invoice submitted. Failure to use the address exactly as provided may result in return of the invoice to the Grantee. Payment shall be deemed complete upon deposit of the payment, properly addressed, postage prepaid, in the United States mail. Any claim that Grantee may have regarding the performance of this Grant Agreement including, but not limited to claims for additional compensation or extension of time, shall be submitted to the DWR Project Manager within thirty (30) calendar days of Grantee's knowledge of the claim. State and Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to the Grant Agreement to implement the terms of any such resolution.
- D.27) NONDISCRIMINATION:**
- a) During the performance of this Agreement, the Grantee and its consultants and contractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave.

- b) The Grantee, its consultants, and contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- c) The Grantee, its consultants, and contractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, § 12990) and the applicable regulations promulgated thereunder (California Code Regulations, tit. 2, § 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.
- d) The Grantee, its consultants, and contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement, if any.
- e) The Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement. Failure by the Grantee to carry out these requirements and applicable requirements of 40 C.F.R. part 33 is a breach of a material provision of this Agreement which may result in its termination.

- D.28) OPINIONS AND DETERMINATIONS:** Where the terms of this Grant Agreement provide for action to be based upon, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.
- D.29) PERFORMANCE AND ASSURANCES:** Grantee agrees to faithfully and expeditiously perform or cause to be performed all Project work as described in Exhibit A Work Plan and to apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law.
- D.30) PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION:** The Grantee shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the Project, or with Grantee's service of water, without prior permission of State. Grantee shall not take any action, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of Grantee to meet its obligations under this Grant Agreement, without prior written permission of State. State may require that the proceeds from the disposition of any real or personal property be remitted to State.
- D.31) REMAINING BALANCE:** In the event the Grantee does not submit invoices requesting all of the funds encumbered under this Grant Agreement, any remaining funds revert to the State. The State will notify the Grantee stating that the Project file is closed and any remaining balance will be disencumbered and unavailable for further use under this Grant Agreement.
- D.32) REMEDIES NOT EXCLUSIVE:** The use by either party of any remedy specified herein for the enforcement of this Grant Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.
- D.33) RETENTION:** Notwithstanding any other provision of this Grant Agreement, State shall, for each project, withhold five percent (5.0%) until January 1, 2018 and ten percent (10.0%), thereafter, of the funds requested by Grantee for reimbursement of Eligible Costs. Each project in this Grant Agreement will be eligible to release its respective retention when that project is completed and Grantee has met requirements of Paragraph 14, "Submissions of Reports." State shall disburse retained funds to the Grantee.
- D.34) RIGHTS IN DATA:** Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Grant Agreement shall be made available to the State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act. (Government Code, § 6250 et seq.) Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected and developed under this Grant Agreement,

subject to appropriate acknowledgement of credit to State for financial support. Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State shall have the right to use any data described in this paragraph for any public purpose.

- D.35) SEVERABILITY:** Should any portion of this Grant Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Grant Agreement shall continue as modified.
- D.36) STATE REVIEWS:** The parties agree that review or approval of project applications, documents, permits, plans, and specifications or other project information by the State is for administrative purposes only and does not relieve the Grantee of their responsibility to properly plan, design, construct, operate, maintain, implement, or otherwise carry out the project.
- D.37) SUSPENSION OF PAYMENTS:** This Grant Agreement may be subject to suspension of payments or termination, or both, and Grantee may be subject to debarment if the State determines that:
- a) Grantee, its contractors, or subcontractors have made a false certification, or
 - b) Grantee, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this Grant Agreement.
- D.38) SUCCESSORS AND ASSIGNS:** This Grant Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Grant Agreement or any part thereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until it is approved by State and made subject to such reasonable terms and conditions as State may impose.
- D.39) TERMINATION BY GRANTEE:** Subject to State approval which may be reasonably withheld, Grantee may terminate this Agreement and be relieved of contractual obligations. In doing so, Grantee must provide a reason(s) for termination. Grantee must submit all progress reports summarizing accomplishments up until termination date.
- D.40) TERMINATION FOR CAUSE:** Subject to the right to cure under Paragraph 10, the State may terminate this Grant Agreement and be relieved of any payments should Grantee fail to perform the requirements of this Grant Agreement at the time and in the manner herein, provided including but not limited to reasons of default under Paragraph 10.
- D.41) TERMINATION WITHOUT CAUSE:** The State may terminate this Agreement without cause on 30 days advance written notice. The Grantee shall be reimbursed for all reasonable expenses incurred up to the date of termination.
- D.42) THIRD PARTY BENEFICIARIES:** The parties to this Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or any duty, covenant, obligation or understanding established herein.
- D.43) TIMELINESS:** Time is of the essence in this Grant Agreement.
- D.44) TRAVEL:** Grantee agrees that travel and per diem costs shall NOT be eligible for reimbursement with State funds unless the Grantee's service area is considered a Disadvantaged Community or an economically distressed area, and shall NOT be eligible for computing Grantee Local Cost Share. Travel includes the costs of transportation, subsistence, and other associated costs incurred by personnel during the term of this Grant Agreement.
- D.45) UNION ORGANIZING:** The Grantee, by signing this Agreement, hereby acknowledges the applicability of Government Code sections 16645 through 16649 to this Agreement. Furthermore, the Grantee, by signing this Agreement, hereby certifies that:
- a) No State funds disbursed by this Agreement will be used to assist, promote, or deter union organizing.
 - b) The Grantee shall account for State funds disbursed for a specific expenditure by this Agreement to show those funds were allocated to that expenditure.
 - c) The Grantee shall, where State funds are not designated as described in (b) above, allocate, on a pro rata basis, all disbursements that support the program.

If the Grantee makes expenditures to assist, promote, or deter union organizing, the Grantee will maintain records sufficient to show that no State funds were used for those expenditures and that the Grantee shall provide those records to the Attorney General upon request.

- D.46) VENUE:** The State and the Grantee hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Agreement.
- D.47) WAIVER OF RIGHTS:** None of the provisions of this Grant Agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties here to that from time to time either party may waive any of its rights under this Grant Agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Grant Agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.
- D.48) WORKERS' COMPENSATION:** Grantee affirms that it is aware of the provisions of §3700 of the California Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and Grantee affirms that it will comply with such provisions before commencing the performance of the work under this Grant Agreement and will make its contractors and subcontractors aware of this provision.

EXHIBIT E
AUTHORIZING RESOLUTION



County of Sonoma
State of California

THE WITHIN INSTRUMENT IS A
CORRECT COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE

ATTEST: DEC 08 2015

VERONICA A. FERGUSON, Clerk/Secretary
BY: *Chapman*
DEPUTY CLERK/ASST SECRETARY

Date: December 8, 2015

Item Number: 23

Resolution Number: 15-0475

4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma and the Board of Directors of the Sonoma County Water Agency, State Of California, authorizing the Director of the Permit and Resource Management Department to prepare the necessary data, conduct investigations, file a grant application, and enter into an agreement with the California Department of Water Resources Sustainable Groundwater Planning Grant Program for the Sonoma County Sustainable Groundwater Data Management System.

Whereas, Proposition 1, approved by the voters of California on November 4, 2014, authorized the legislature to appropriate funds to the Department of Water Resources to establish the Sustainable Ground Water Planning Grant Program; and

Whereas, the Sustainable Ground Water Planning Grant Program provides funds for projects that develop and implement sustainable groundwater planning and projects consistent with groundwater planning requirements outlined in Division 6 of the California Water Code, commencing at \$10000; and

Whereas, the Department of Water Resources has released a proposal solicitation package entitled "Counties with Stressed Basins" and applications are due on December 8, 2015; and

Whereas, the procedures and criteria established by the Department of Water Resources for this program require a resolution certifying approval of the application by the applicant's governing body before submission of the application; and

Whereas, the application contains assurances with which the applicant must comply; and

Whereas, the applicant, if selected, will enter into an agreement with the State of California to carry out the sustainable groundwater planning project.

Now, Therefore, Be It Resolved that the Board of Supervisors of Sonoma County and the Board of Directors of the Sonoma County Water Agency hereby finds, determines, certifies, and declares as follows:

Resolution #
Date:
Page 2

1. That application be made to the California Department of Water Resources to obtain a "Counties with Stressed Basins" Grant under the Sustainable Groundwater Planning Grant Program pursuant to the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1) (Water Code Section 79700 *et seq.*), and to enter into an agreement to receive a grant for the Sonoma County Sustainable Groundwater Data Management System.
2. The Director of the Permit and Resource Management Department is hereby authorized and directed to prepare the necessary data, conduct investigations, file such application, and execute a grant agreement with California Department of Water Resources.

Passed and adopted at a meeting of the Sonoma County Board of Supervisors and Board of Directors, Sonoma County Water Agency on December 8, 2015,

Supervisors/Directors:

Rabbitt: Aye	Zane: Aye	Gore: Aye	Carrillo: Aye	Gorin: Aye
Ayes: 5	Noes: 0	Absent: 0	Abstain: 0	

So Ordered.

EXHIBIT F
REPORT FORMATS AND REQUIREMENTS

The following reporting formats should be utilized. Please obtain State approval prior to submitting a report in an alternative format.

PROGRESS REPORTS

Progress reports shall generally use the following format. Discuss the following at the task level, as organized in Exhibit A Work Plan:

- Percent complete estimate.
- Discussion of work accomplished during the reporting period.
- Milestones or deliverables completed/submitted during the reporting period.
- Scheduling concerns and issues encountered that may delay completion of the task.
- Work anticipated for the next reporting period.
- Photo documentation, as appropriate.
- Any schedule or budget modifications approved by DWR during the reporting period.

GRANT COMPLETION REPORT

The Grant Completion Report shall generally use the following format:

Project Summary

- Summary of the work completed including a short description of any amendments to this Grant Agreement.

Reports and/or products

- The following items should be provided, unless already submitted as a deliverable:
 - Provide a copy of any final technical report or study, produced for this Project as described in the Work Plan
 - Electronic copies of any data collected
 - Discussion of problems that occurred during the work and how those problems were resolved
 - A final Project schedule showing actual progress versus planned progress
- Describe how the completed work will assist in the sustainable management of the County's groundwater resources.

Cost & Disposition of Funds Information

- Summary of Project costs including the following items:
 - Accounting of the cost of project expenditure include all internal and external costs not previously disclosed
 - A discussion of factors that affected the project cost and any deviation from the original Project cost estimate.

EXHIBIT G
REQUIREMENTS FOR STATEWIDE MONITORING AND DATA SUBMITTAL

Surface and Groundwater Quality Data

Surface water quality monitoring data shall be prepared for submission to the California Environmental Data Exchange Network (CEDEN). The CEDEN data templates are available on the CEDEN website. Inclusion of additional data elements described on the data templates is desirable. Data ready for submission should be uploaded to your CEDEN Regional Data Center via the CEDEN website. CEDEN website:
<http://www.ceden.org>.

If a project's Work Plan contains a groundwater ambient monitoring element, groundwater quality monitoring data shall be submitted to the State for inclusion in the State Water Resources Control Board's Groundwater Ambient Monitoring and Assessment (GAMA) Program Information on the GAMA Program can be obtained at: http://www.waterboards.ca.gov/water_issues/programs/gama/. If further information is required, the Grantee can contact the State Water Resources Control Board (SWRCB) GAMA Program. A listing of SWRCB staff involved in the GAMA program can be found at:
http://www.swrcb.ca.gov/water_issues/programs/gama/contact.shtml

Groundwater Level Data

Grantee shall submit to DWR groundwater level data collected as part of this grant. Water level data must be submitted using the California Statewide Groundwater Elevation Monitoring (CASGEM) online data submission system. Grantee should use their official CASGEM Monitoring Entity or Cooperating Agency status to gain access to the online submittal tool and submit data. If the data is from wells that are not part of the monitoring network, the water level measurements should be classified as voluntary measurements in the CASGEM system. If the grantee is not a Monitoring Entity or Cooperating Agency, please contact your DWR grant project manager for further assistance with data submittal. The activity of data submittal should be documented in appropriate progress or final grant completion report, as described in Exhibit F. Information regarding the CASGEM program can be found at <http://www.water.ca.gov/groundwater/casgem/>.

EXHIBIT H
STATE AUDIT DOCUMENT REQUIREMENTS AND LOCAL COST SHARE GUIDELINES
FOR GRANTEES

State Audit Document Requirements

The list below details the documents/records that State Auditors typically reviewed in the event of a Grant Agreement being audited. Grantees should ensure that such records are maintained for each State funded Program/Project. Where applicable, this list of documents also includes documents relating to the Grantee's Local Cost Share which will be required for audit purposes.

Internal Controls:

1. Organization chart (e.g., Agency's overall organization chart and organization chart for this Grant Agreement's funded project).
2. Written internal procedures and flowcharts for the following:
 - a) Receipts and deposits
 - b) Disbursements
 - c) State reimbursement requests
 - d) State funding expenditure tracking
 - e) Guidelines, policy(ies), and procedures on State funded Program/Project
3. Audit reports of the Grantee's internal control structure and/or financial statements within the last two years.
4. Prior audit reports on State funded Program/Project.

State Funding:

1. Original Grant Agreement, any amendment(s) and budget modification documents.
2. A list of all bond-funded grants, loans or subventions received from the State.
3. A list of all other funding sources for each Program/Project.

Contracts:

1. All subcontractor and consultant contracts and related, if applicable.
2. Contracts between the Grantee, member agencies, and project partners as related to the State funded Program/Project.

Invoices:

1. Invoices from vendors and subcontractors for expenditures submitted to the State for payments under the Grant Agreement.
2. Documentation linking subcontractor invoices to State reimbursement requests and related Grant Agreement budget line items.
3. Reimbursement requests submitted to the State for the Grant Agreement.

Cash Documents:

1. Receipts (copies of warrants) showing payments received from the State.
2. Deposit slips or bank statements showing deposit of the payments received from the State.
3. Cancelled checks or disbursement documents showing payments made to vendors, subcontractors, consultants, and/or agents under the Grant Agreement.

Accounting Records:

1. Ledgers showing receipts and cash disbursement entries for State funding.
2. Ledgers showing receipts and cash disbursement entries of other funding sources.
3. Bridging documents that tie the general ledger to reimbursement requests submitted to the State for the Grant Agreement

Administration Costs:

1. Supporting documents showing the calculation of administration costs.

Personnel:

1. List of all contractors and Grantee staff that worked on the State funded Program/Project.
2. Payroll records including timesheets for contractor staff and the Grantee's

Project Files:

1. All supporting documentation maintained in the Program/Project files.
2. All Grant Agreement related correspondence.

Local Cost Share Guidelines

Local Cost Share consists of non-State funds including in-kind services. In-kind services are defined as work performed or items contributed (i.e., dollar value of non-cash contributions) by the Grantee (and potentially other parties involved) directly related to the execution of Exhibit A Work Plan (examples: volunteer services, equipment use, and facilities). The cost of in-kind service can be counted as Local Cost Share in-lieu of actual funds (or revenue) provided by the Grantee. Other Local Cost Share and in-kind service eligibility conditions may apply. Provided below is guidance for documenting Local Cost Share with and without in-kind services.

1. Although tracked separately, in-kind services shall be documented and, to the extent feasible, supported by the same methods used by the Grantee for its own employees. Such documentation should include the following:
 - a. Detailed description of the contributed item(s) or service(s)
 - b. Purpose for which the contribution was made (tied to Grant Agreement Exhibit A Work Plan)
 - c. Name of contributing organization and date of contribution
 - d. Real or approximate value of contribution. Who valued the contribution and how the value was determined? (e.g., actual, appraisal, fair market value, etc.) Justification of rate. (See item #2, below.)
 - e. For contributed labor, the person's name, the work performed, the number of hours contributed, and the pay rate applied
 - f. If multiple sources exist, these should be summarized on a table with summed charges
 - g. Source of contribution and whether it was provided by, obtained with, or supported by government funds
2. Rates for volunteer or in-kind services shall be consistent with those paid for similar work in the Grantee's organization. For example, volunteer service of clearing vegetation performed by an attorney shall be valued at a fair market value for this service, not the rate for professional legal services. In those instances in which the required skills are not found in the recipient organization, rates shall be consistent with those paid for similar work in the labor market. Paid fringe benefits that are reasonable, allowable and allocable may be included in the valuation.
3. Local Cost Share contribution (including in kind services) shall be for costs and services directly attributed to activities included in the Grant Agreement Work Plan. These services, furnished by professional and technical personnel, consultants, and other skilled and unskilled labor may be counted as in-kind if the activities are an integral and necessary part of the State funded Program/Project under the Grant Agreement.
4. Cash contributions made to a Program/Project shall be documented as revenue and in-kind services as expenditure. These costs should be tracked separately in the Grantee's accounting systems.

Proposal Full View

Print

APPLICANT INFORMATION

Organization Name *	Permit and Resource Management			
Tax ID	946000539			
Point Of Contact *	Division/Address List:			
	Address1:	2550 Ventura Avenue	Address2:	
	City:	Santa Rosa	State:	CA
	Zip:	95403		
	First Name:	Joan	Last Name:	Hultberg
	Email:	joan@scwa.ca.gov	Phone (Direct):	
Point Of Contact Position Title *	Administrative Services Officer			
Proposal Name *	Sonoma County Sustainable Groundwater Data Management System			
Proposal Objective*	The objective of the project is to develop a flexible and robust data management system that is capable of synthesizing existing data, coordinating the management of future acquired data and providing useful information to the GSAs, local stakeholders and the public that will facilitate sustainable groundwater management.			

BUDGET

Other Contribution	404100
Local Contribution	0
Federal Contribution	0
Inkind Contribution	0
Amount Requested *	250000
Total Proposal Cost *	654100

GEOGRAPHIC INFORMATION

Latitude *	DD(+/-): 38	MM: 27	SS: 53
Longitude *	DD(+/-): -122	MM: 43	SS: 2
Longitude/Latitude Clarification	Location		
County*	Sonoma		
Ground Water Basin	Napa-Sonoma Valley-Sonoma Valley,Petaluma Valley,Santa Rosa Valley-Santa Rosa Plain		
Hydrologic Region	North Coast,San Francisco Bay		
Watershed	13 1114 Russian River and 20 2206 San Pablo		

LEGISLATIVE INFORMATION

Assembly District*	2nd Assembly District
Senate District*	2nd Senate District
US Congressional District*	District 5 (CA)

Project Information

PROJECT NAME: SONOMA COUNTY SUSTAINABLE GROUNDWATER DATA MANAGEMENT SYSTEM

SONOMA COUNTY SUSTAINABLE GROUNDWATER DATA MANAGEMENT SYSTEM

Implementing Organization	Sonoma County
Secondary Implementing Organization	Permit and Resource Management Department
Proposed Start Date	7/1/2016
Proposed End Date	12/31/2017
Scope Of Work	Develop a web-based data management system (DMS) for storing, retrieving, analyzing, exporting and reporting groundwater data. The DMS will have multiple authorization levels for data access, including administrative, user and public access. The project builds upon successful initiatives in Sonoma County, including cooperative studies performed by the USGS, cooperative groundwater management programs in the Santa Rosa Plain, and other regional water management plans.
Project Description	The proposed project is to develop a data management system (DMS) to store and analyze groundwater and other hydrologic data, such as groundwater levels, groundwater quality, pumping and well test data, streamflow data and well

	<p>construction data to facilitate implementation of SGMA and the sustainable management of groundwater resources in Sonoma County. For well over the past decade, local agencies in Sonoma County have been committed to funding technical studies of groundwater resources and voluntary groundwater management planning efforts under AB3030/SB1938. These efforts have led to improved monitoring and understanding of local groundwater and surface water conditions and brought together local stakeholders by convening basin advisory panels and technical advisory committees. These studies and monitoring have revealed stressed groundwater conditions that are further described in Attachment 2 which will need to be addressed by future GSAs in order to comply with SGMA. In order to do this, it is essential to develop a single data management and analysis tool capable of storing, integrating and analyzing groundwater data and other hydrologic data from multiple sources. The following themes and principles further underscore the need and importance of the proposed project as staff of local agencies have been meeting to discuss the formation of GSAs in Sonoma County and gathering input from their Boards and Councils, local stakeholders, and members of the public: - GSA-eligible agencies recommend forming a single GSA within each medium priority basin which will prepare a single GSP for each medium priority basin - Information sharing will need to occur across the basins. - A robust and transparent outreach program that provides information to private well owners and the general public is needed The DMS and public portal will foster coordination across basins within the County and the sharing of information with private well owners and the general public.</p>
Project Objective	<p>The objective of the project is to develop a flexible and robust data management system that is capable of synthesizing existing data, coordinating the management of future acquired data and providing useful information to the GSAs, local stakeholders and the public that will facilitate sustainable groundwater management.</p>

PROJECT BENEFITS INFORMATION

No records found.

BUDGET

Other Contribution	404100
Local Contribution	0
Federal Contribution	0
Inkind Contribution	0
Amount Requested*	250000
Total Project Cost*	654100

GEOGRAPHIC INFORMATION

Latitude *	DD(+/-): 38	MM: 27	SS: 53
Longitude*	DD(+/-): -122	MM: 43	SS: 2
Longitude/Latitude Clarification	Location		
County*	Sonoma		
Ground Water Basin	Napa-Sonoma Valley-Sonoma Valley,Petaluma Valley,Santa Rosa Valley-Santa Rosa Plain		
Hydrologic Region	North Coast,San Francisco Bay		
Watershed	13 1114 Russian River and 20 2206 San Pablo		

LEGISLATIVE INFORMATION

Assembly District*	2nd Assembly District
Senate District*	2nd Senate District
US Congressional District*	District 5 (CA)

Section : Questions

Questions

Q1. Project Representative:

Provide the name and details of the person responsible for signing and executing the grant agreement for the applicant. Persons that are subcontractors to be paid Project Director.

The Director of the Sonoma County Permit and Resource Management Department, Mr. Tennis Wick, AICP, will be responsible for signing and executing the grant agreement. The Board of Supervisors and Sonoma County Water Agency Board of Directors adopted a resolution authorizing Mr. Wick to file a grant application and enter into an agreement with the Resources Sustainable Groundwater Planning Grant Program for the Sonoma County Sustainable Groundwater Data Management System Project. Mr. Wick has had an extensive career in the public and private sectors. Most recently, Mr. Wick served as a Principal with Berg Holdings in Sausalito with responsibilities including government affairs, site acquisition, design and construction management. Mr. Wick achieved several major accomplishments, including co-founding Sonoma Vermiculture, a project that diverts 2 tons of food waste per day from the County landfill to River Farm. Mr. Wick also served as Partner Planner for CSW/Struber-Stroeh Engineering Group in Petaluma, overseeing the Central Petaluma Specific Plan effort, among others. Contact information is 707-565-1925 and tennis.wick@sonoma-county.org.

Q2. Project Manager:

Provide the name, title, and contact information of the Project Manager from the applicant agency or organization that will be the day-to-day contact on this application.

Sonoma County Water Agency Hydrogeologist Marcus Trotta, PG,CHg, will be the project manager and day-to-day point of contact on this application. Mr. Trotta has been and adoption of Groundwater Management Plans in both the Sonoma Valley and the Santa Rosa Plain. Mr. Trotta is a Professional Geologist and Certified Hydrogeologist i Bachelor of Science in Geology, with an emphasis in Hydrologic Science, from the University of California at Davis. He has worked at the Sonoma County Water Agency s enhanced groundwater recharge projects and manages groundwater monitoring programs and technical studies in support of collaborative groundwater management program and marcus.trotta@scwa.ca.gov.

Q3. Eligibility:

Has the County met the requirements of DWR's CASGEM Program?

- 1) Yes
- 2) No

Q4. Eligibility:

Is the County an agricultural water supplier? If yes, has the County submitted a complete Agricultural Water Management Plan (AWMP) to DWR? Has the AWMP been submitted to DWR? If the AWMP has not been submitted, please indicate the anticipated submittal date? If the County is not an agricultural water supplier, please indicate so. The County of Sonoma is not an agricultural water supplier.

Q5. Eligibility:

Is the County an urban water supplier? If yes, has the County submitted a complete Urban Water Management Plan (UWMP) to DWR? Has the UWMP been submitted to DWR? If the UWMP has not been submitted, explain and provide the anticipated date for submittal. Is the County in compliance with AB 1420; please submit that self-certification status. If the County is not an urban water supplier, please indicate so and go to Q6.

The Sonoma County Water Agency is an urban water supplier and has submitted a complete Urban Water Management Plan (UWMP) to DWR. Verification of the UWMP compliance with AB 1420 are also included in Attachment 1, Eligibility Documents.

Q6. Eligibility:

Is the County a surface water diverter? If yes, has the County submitted to the State Water Resources Control Board their surface water diversion reports in compliance with Part 5.1 (commencing with §5100) of Division 2 of the Water Code? If the reports have not been submitted, explain and provide the anticipated date for meeting that requirement. If the County is not a surface water diverter, please indicate so and go to Q7.

The Sonoma County Water Agency is a surface water diverter and has submitted its surface water diversion reports to the State Water Resources Control Board in compliance with Division 2 of the State Water Code. These reports are also included in Attachment 1, Eligibility Documents.

Q7. Eligibility:

Does the project include any of the following activities: (Check all that Apply)

- 1) The potential to adversely impact a wild and scenic river or any river afforded protection under the California or Federal Wild and Scenic Rivers Act
- 2) Acquisition of land through eminent domain
- 3) Design, construction, operation, mitigation, or maintenance of Delta conveyance facilities
- 4) Acquisition of water except for projects that will provide fisheries or ecosystem benefits or improvements that are greater than required currently applicable environmental obligations
- 5) Pay any share of the costs of remediation recovered from parties responsible for the contamination of a groundwater storage aquifer
- 6) Projects or groundwater planning activities associated with adjudicated groundwater basins
- 7) None of the above

Q8. DAC or EDA Funding Match Waiver or Reduction:

Are you applying for funding match waiver or reduction as a DAC, SDAC, or EDA? If not identified as a DAC, SDAC, or EDA in Table 1, fill out Attachment 7 or 8.

- 1) Yes
- 2) No

Section : Attachments

Attachments

Attachment 1: Authorization and Eligibility Requirements

Upload Authorization and Eligibility Requirement documentation here. **This attachment is mandatory.**

Last Uploaded Attachments:

Att1_SGWP2015CO_Eligible_1of5.pdf,Att1_SGWP2015CO_Eligible_2of5.pdf,Att1_SGWP2015CO_Eligible_3of5.pdf,Att1_SGWP2015CO_Eligible_4of5.pdf,Att1_SGWP2015CO_Eligible_5of5.pdf

Attachment 2: Basin Conditions

Upload Basin Condition documentation here. **This attachment is mandatory.**

Last Uploaded Attachments:

Att2_SGWP2015CO_Conditions_2of5.pdf,Att2_SGWP2015CO_Conditions_3of5.pdf,Att2_SGWP2015CO_Conditions_4of5.pdf,Att2_SGWP2015CO_Conditions_5of5.pdf

Attachment 3: Work Plan

Upload Work Plan documentation here. **This attachment is mandatory.**

Last Uploaded Attachments: Att3_SGWP2015CO_WorkPlan_1of1.pdf

Attachment 4: Budget

Upload Budget documentation here. **This attachment is mandatory.**

Last Uploaded Attachments: Att4_SGWP2015CO_Budget_1of2.pdf,Att4_SGWP2015CO_Budget_2of2.pdf

Attachment 5: Schedule

Upload Schedule documentation here. **This attachment is mandatory.**

Last Uploaded Attachments: Att5_SGWP2015CO_Schedule_1of1.pdf

Attachment 6: Program Preferences

Upload Program Funding Priorities here (if applicable).

Last Uploaded Attachments: Att6_SGWP2015CO_Preferences_1of1.pdf

Attachment 7: Disadvantaged Community

Upload Disadvantaged Community documentation here (if applicable).

Attachment 8: Economically Distressed Area

Upload Economically Distressed Area documentation here (if applicable).

Attachment 1: Authorizing Documents -



County of Sonoma
State of California

THE WITHIN INSTRUMENT IS A
CORRECT COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE

ATTEST: DEC 08 2015

VERONICA A. FERGUSON, Clerk/Secretary
BY Woodson
DEPUTY CLERK/ASST SECRETARY

Date: December 8, 2015

Item Number: 23
Resolution Number: 15-0475

4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma and the Board of Directors of the Sonoma County Water Agency, State Of California, authorizing the Director of the Permit and Resource Management Department to prepare the necessary data, conduct investigations, file a grant application, and enter into an agreement with the California Department of Water Resources Sustainable Groundwater Planning Grant Program for the Sonoma County Sustainable Groundwater Data Management System.

Whereas, Proposition 1, approved by the voters of California on November 4, 2014, authorized the legislature to appropriate funds to the Department of Water Resources to establish the Sustainable Ground Water Planning Grant Program; and

Whereas, the Sustainable Ground Water Planning Grant Program provides funds for projects that develop and implement sustainable groundwater planning and projects consistent with groundwater planning requirements outlined in Division 6 of the California Water Code, commencing at §10000; and

Whereas, the Department of Water Resources has released a proposal solicitation package entitled "Counties with Stressed Basins" and applications are due on December 8, 2015; and

Whereas, the procedures and criteria established by the Department of Water Resources for this program require a resolution certifying approval of the application by the applicant's governing body before submission of the application; and

Whereas, the application contains assurances with which the applicant must comply; and

Whereas, the applicant, if selected, will enter into an agreement with the State of California to carry out the sustainable groundwater planning project.

Now, Therefore, Be It Resolved that the Board of Supervisors of Sonoma County and the Board of Directors of the Sonoma County Water Agency hereby finds, determines, certifies, and declares as follows:

Resolution #

Date:

Page 2

1. That application be made to the California Department of Water Resources to obtain a "Counties with Stressed Basins" Grant under the Sustainable Groundwater Planning Grant Program pursuant to the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1) (Water Code Section 79700 *et seq.*), and to enter into an agreement to receive a grant for the Sonoma County Sustainable Groundwater Data Management System.

2. The Director of the Permit and Resource Management Department is hereby authorized and directed to prepare the necessary data, conduct investigations, file such application, and execute a grant agreement with California Department of Water Resources.

Passed and adopted at a meeting of the Sonoma County Board of Supervisors and Board of Directors, Sonoma County Water Agency on December 8, 2015.

Supervisors/Directors:

Rabbitt: Aye

Zane: Aye

Gore: Aye

Carrillo: Aye

Gorin: Aye

Ayes: 5

Noes: 0

Absent: 0

Abstain: 0

So Ordered.

DEPARTMENT OF WATER RESOURCES

1416 NINTH STREET, P.O. BOX 942836
SACRAMENTO, CA 94236-0001
(916) 653-5791



September 19, 2011

Mr. George Lincoln
Sonoma County Water Authority
404 Aviation Boulevard
Santa Rosa, California 95403

Dear Mr. Lincoln:

The Department of Water Resources (DWR) has reviewed the Sonoma County Water Authority's (SCWA) 2010 Urban Water Management Plan received on July 20, 2011. The UWMP Act directs DWR to report to the legislature once every five years on the status of submitted plans. In meeting this legislative reporting requirement, DWR reviews all submitted plans.

DWR's review of SCWA's 2010 plan has found that the plan has addressed the requirements of the UWMP Act and SBX7-7. The results of this review will also be provided to DWR's Financial Assistance Branch.

If you have any questions regarding the review of the plan, SBX7-7 or urban water management planning, please don't hesitate to email or call.

Sincerely

A handwritten signature in black ink, appearing to read "Peter Brostrom".

Peter Brostrom
UWMP Program Manager
brostrom@water.ca.gov
(916) 651 7034

cc: Kim Rosmaier
North Central Regional Office

AB 1420 Self- Certification Statement Table 1

Note: Table 1 documents Status of Past and Current BMP implementation.

Self-Certification Statement: The Urban Water Supplier and its authorized representative certifies, under penalty of perjury, that all information and claims, stated in this table, regarding compliance and implementation of the BMPs, including alternative conservation approaches, are true and accurate. This signed AB 1420 Self-Certification Statement Table 1, and Table 2 are the basis for granting funds by the Funding Agency. Falsification and/or inaccuracies in AB 1420 Self Certification Statement Table 1, and Table 2 and in any supporting documents substantiating such claims may, at the discretion of the funding agency, result in loss of all State funds to the applicant. Additionally, the Funding Agency, in its sole discretion, may halt disbursement of grant or loan funds, not pay pending invoices, and/or pursue any other applicable legal remedy and refer the matter to the Attorney General's Office.

Name of Signatory Grant Davis Title of Signatory General Manger Signature of signatory  Date 12/3/2015

Application Date:

Proposal Identification Number: SGWP 2015 Counties CUVCC Member? Yes/No yes

Has Urban Water Supplier submitted a 2005 Urban Water Management Plan? Yes/No yes Is the UWM Plan Deemed Complete by DWR? Yes/No yes

Applicant Name: Sonoma County Water Agency

Project Title:

Applicant's Contact Information: Name: Carrie Pollard Phone: 707-547-1968 E-mail: carriep@scwa.ca.gov

Participants:

Retailer (List Below)				Wholesaler (List Below)			
				Sonoma County Water Agency			

C1 C2 C3 C4 C5 *C6 C7 **C8 **C9 **C10 C11 C12 C13 C14 C15 C16 C17 C18

BMPs required for Wholesale Supplier	BMPs required for Retail Supplier	BMPs	BMP Implemented by Retailers and/or Wholesalers / BMP			Compliance Options/Alternative Conservation Approaches (1)			BMP Is Exempt (2)			BMP Implementation Requirements Met					
			Retailer Yes/No	Wholesaler Yes/No	Regional Yes/No	BMP Checklist	Flex Track	Gallons Per Capita Per Day GPCD	Not Cost Effective	Lack of Funding	Lack of Legal Authority	CUWCC MOU Requirement Met: Retailer Yes/No	CUWCC MOU Requirement Met: Wholesaler Yes/No	Date of BMP Report Submitted to CUWCC for (2007-2008) (MOU Signatories)	Date BMP Implementation Data Submitted to DWR in CUWCC Format (Non MOU Signatories) (3)	All Supporting Documents have been Submitted Yes/No	
	✓	BMP 1 Water Survey for Single/Multi-Family Residential Customers															
	✓	BMP 2 Residential Plumbing Retrofit															
✓	✓	BMP 3 System Water Audits, Leak Detection		yes		x							yes	3/20/2014			
✓	✓	BMP 3 Leak Repairs		yes		x							yes	3/20/2014			
	✓	BMP 4 Metering with Commodity Rates for All New connections															
	✓	BMP 4 Retrofit of Existing Connections															

C1 C2 C3 C4 C5 *C6 C7 **C8 **C9 **C10 C11 C12 C13 C14 C15 C16 C17 C18

BMPs required for Wholesale Supplier	BMPs required for Retail Supplier	BMPs	BMP Implemented by Retailers and/or Wholesalers / BMP			Compliance Options/Alternative Conservation Approaches (1)			BMP Is Exempt (2)			BMP Implementation Requirements Met				
			Retailer Yes/No	Wholesaler Yes/No	Regional Yes/No	BMP Checklist	Flex Track	Gallons Per Capita Per Day GPCD	Not Cost Effective	Lack of Funding	Lack of Legal Authority	CUWCC MOU Requirement Met: Retailer Yes/No	CUWCC MOU Requirement Met: Wholesaler Yes/No	Date of BMP Report Submitted to CUWCC for (2007-2008) (MOU Signatories)	Date BMP Implementation Data Submitted to DWR in CUWCC Format (Non MOU Signatories) (3)	All Supporting Documents have been Submitted Yes/No
	✓	BMP 5 Large Landscape Conservation Programs and Incentives														
	✓	BMP 6 High-Efficiency Washing Machine Rebate Programs														
✓	✓	BMP 7 Public Information		yes		x							yes	3/20/2014		
✓	✓	BMP 8 School Education		yes		x							yes	3/20/2014		
	✓	BMP 9 Conservation programs for Commercial, Industrial, and Institutional (CII) Accounts														
✓		BMP 10 Wholesale Agency Assistance Programs		yes		x							yes	3/20/2014		
	✓	BMP 11 Conservation Pricing														
✓	✓	BMP 12 Conservation Coordinator		yes		x							yes	3/20/2014		
	✓	BMP 13 Water Waste Prohibitions														
	✓	BMP 14 Residential ULFT Replacement Programs														

*C6: Wholesaler may also be a retailer (supplying water to end water users)

**C8, **C9, **, and C10: Agencies choosing an alternative conservation approach are responsible for achieving water savings equal or greater than that which they would have achieved using only BMP list.

(1) For details, please see: <http://www.cuwcc.org/mou/exhibit-1-bmp-definitions-schedules-requirements.aspx>.

(2) BMP is exempt based on cost-effectiveness, lack of funding, and lack of legal authority criteria as detailed in the CUWCC MOU

(3) Non MOU signatories must submit to DWR reports and supporting documents in the same format as CUWCC

AB 1420 Self- Certification Statement Table 2

Provide Schedule, Budget, and Finance Plan to Demonstrate Commitment to Implement All BMP's to Become in Compliance with BMP Implementation - Commencing Within 1st Year of Agreement for Which Applicant Receives Funds.

Self-Certification Statement: The Urban Water Supplier and its authorized representative certifies, under penalty of perjury, that all information and claims, stated in this table, regarding compliance and implementation of the BMPs, including alternative conservation approaches, are true and accurate. This signed AB 1420 Self-Certification Statement Table 1 and Table 2 are the basis for granting funds by the Funding Agency. Falsification and/or inaccuracies in AB 1420 Self Certification Statement Table 1 and Table 2, and in any supporting documents substantiating such claims may, at the discretion of the funding agency, result in loss of all State funds to the applicant. Additionally, the Funding Agency, in its sole discretion, may halt disbursement of grant or loan funds, not pay pending invoices, and/or pursue any other applicable legal remedy and refer the matter to the Attorney General's Office.

Name of Signatory Grant Davis Title of Signatory General Manager Signature of signatory [Signature] Date 12/3/2015

Application Date:

Proposal Identification Number: SGWP 2015 Counties CUVCC Member? Yes/No yes
 Applicant Name: Sonoma County Water Agency Is the UWM Plan Deemed Complete by DWR? Yes/No yes

Project Title:

Applicant's Contact Information: Name Carrie Pollard

Participants:			
Retailer (List Below)			

C1	C2	C3	C4	C5	*C6	C7	C8	**C9	**C10	**C11	C12	C13	C14	C15	C16	C17	C18	C19	
CUWCC 2010 Flex Track BMPs	BMPs required for Wholesaler Supplier	BMPs required for Retail Supplier	BMPs	BMP Implemented by Retailers and/or Wholesalers				Compliance Options / Alternative Conservation Approaches (1)				BMP is Exempt (2)	Implementation Scheduled to Commence within 1st Year of Agreement						
				Retailer Yes/No	Wholesaler Yes/No	Regional Yes/No	Alternative Conservation Approaches Yes/No	BMP Checklist	Flex Track	Gallons Per Capita Per Day GPCD	Not Cost Effective		Lack of Funding	Lack of Legal Authority	Start Date (MM/YR)	Completion Level (%)	BMP Completion Date (MM/YR)	Budget (Dollars)	Funding Source & Finance Plan to Implement BMPs
1. Utility Operations Programs																			
1.11	✓	✓	BMP 12 Conservation Coordinator		yes				x										
1.12		✓	BMP 13 Water Waste Prohibitions																
1.13	✓	✓	BMP 10 Wholesaler Agency Assistance Programs		yes				x										
1.20	✓	✓	BMP 3 System Water Audits, Leak Detection/Repair		yes				x										
1.30		✓	BMP 4 Metering with Commodity Rates for All New/Retrofit of Existing connections																
1.40		✓	BMP 11 Conservation Pricing																
2. Educational Programs																			
2.10	✓	✓	BMP 7 Public Information		yes				x										
2.20	✓	✓	BMP 8 School Education		yes				x										
3. Residential																			
3.11		✓	BMP 1 Indoor Water Survey for Single/Multi-Family Residential Customers																
3.12			BMP 1 Outdoor Water Survey for Single/Multi-Family Residential Customers																
3.20		✓	BMP 2 Residential Plumbing Retrofit																
3.30		✓	BMP 6 High-Efficiency Washing Machine Rebate Programs																

CUWCC 2010 Flex Track BMPs	BMPs required for Wholesale Supplier	BMPs required for Retail Supplier	BMPs	BMP Implemented by Retailers and/or Wholesalers			Alternative Conservation Approaches Yes/No	Compliance Options / Alternative Conservation Approaches (1)			BMP is Exempt (2)	Implementation Scheduled to Commence within 1st Year of Agreement							
				Retailer Yes/No	Wholesaler Yes/No	Regional Yes/No		BMP Checklist	Flex Track	Gallons Per Capita Per Day GPCD		Not Cost Effective	Lack of Funding	Lack of Legal Authority	Start Date (MM/YR)	Completion Level (%)	BMP Completion Date (MM/YR)	Budget (Dollars)	Funding Source & Finance Plan to Implement BMPs
3.40		✓	BMP 14 Residential ULFT Replacement Programs																
4. Commercial, Industrial, Institutional																			
4.00		✓	BMP 9 Conservation programs for Commercial, Industrial, and Institutional (CII) Accounts																
5. Landscape																			
5.00		✓	BMP 5 Large Landscape Conservation Programs and Incentives																

*C6: Wholesaler may also be a retailer (supplying water to end water users)

**C9, ** C10, and **C11: Agencies choosing an alternative conservation approach are responsible for achieving water savings equal or greater than that which they would have achieved using only BMP list.

(1) For details, please see <http://www.cuwcc.org/mou/exhibit-1-bmp-definitions-schedules-requirements.aspx>.

(2) BMP is exempt based on cost-effectiveness, lack of funding, or lack of legal authority, as detailed in the CUWCC MOU.



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Page 1

Water Right ID	Primary Owner	Face Value (acre-ft/yr)	County	Source	Type	Year / Revision	Status	Date Submitted	Action
A012919A	Sonoma County Water Agency	160,044.0	Mendocino, Sonoma	EAST FORK RUSSIAN RIVER	Progress Report by Permittee	2014 / 1	Submitted	06/30/2015	View Amend
A012919A	Sonoma County Water Agency	160,044.0	Mendocino, Sonoma	EAST FORK RUSSIAN RIVER	Progress Report by Permittee	2013 / 1	Submitted	06/30/2014	View Amend
A012919A	Sonoma County Water Agency	160,044.0	Mendocino, Sonoma	EAST FORK RUSSIAN RIVER	Progress Report by Permittee	2012 / 1	Submitted	06/30/2013	View Amend
A012919A	Sonoma County Water Agency	160,044.0	Mendocino, Sonoma	EAST FORK RUSSIAN RIVER	Progress Report by Permittee	2011 / 1	Submitted	06/29/2012	View Amend
A012919A	Sonoma County Water Agency	160,044.0	Mendocino, Sonoma	EAST FORK RUSSIAN RIVER	Progress Report by Permittee	2010 / 1	Submitted	07/01/2011	View Amend

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Page 1

Water Right ID	Primary Owner	Face Value (acre-ft/yr)	County	Source	Type	Year / Revision	Status	Date Submitted	Action
A015736	Sonoma County Water Agency	14,479.6	Sonoma	RUSSIAN RIVER	Progress Report by Permittee	2014 / 1	Submitted	06/30/2015	View Amend
A015736	Sonoma County Water Agency	14,479.6	Sonoma	RUSSIAN RIVER	Progress Report by Permittee	2013 / 1	Submitted	06/30/2014	View Amend
A015736	Sonoma County Water Agency	14,479.6	Sonoma	RUSSIAN RIVER	Progress Report by Permittee	2012 / 1	Submitted	06/30/2013	View Amend
A015736	Sonoma County Water Agency	14,479.6	Sonoma	RUSSIAN RIVER	Progress Report by Permittee	2011 / 1	Submitted	06/29/2012	View Amend
A015736	Sonoma County Water Agency	14,479.6	Sonoma	RUSSIAN RIVER	Progress Report by Permittee	2010 / 1	Submitted	07/01/2011	View Amend

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Page 1

Water Right ID	Primary Owner	Face Value (acre-ft/yr)	County	Source	Type	Year / Revision	Status	Date Submitted	Action
A015737	Sonoma County Water Agency	21,778.8	Sonoma	RUSSIAN RIVER	Progress Report by Permittee	2014 / 2	Submitted	06/30/2015	View Amend
A015737	Sonoma County Water Agency	21,778.8	Sonoma	RUSSIAN RIVER	Progress Report by Permittee	2014 / 1	Submitted	06/30/2015	View
A015737	Sonoma County Water Agency	21,778.8	Sonoma	RUSSIAN RIVER	Progress Report by Permittee	2013 / 1	Submitted	06/30/2014	View Amend
A015737	Sonoma County Water Agency	21,778.8	Sonoma	RUSSIAN RIVER	Progress Report by Permittee	2012 / 1	Submitted	06/30/2013	View Amend
A015737	Sonoma County Water Agency	21,778.8	Sonoma	RUSSIAN RIVER	Progress Report by Permittee	2011 / 1	Submitted	06/29/2012	View Amend
A015737	Sonoma County Water Agency	21,778.8	Sonoma	RUSSIAN RIVER	Progress Report by Permittee	2010 / 1	Submitted	07/01/2011	View Amend

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Page 1

Water Right ID	Primary Owner	Face Value (acre-ft/yr)	County	Source	Type	Year / Revision	Status	Date Submitted	Action
A015779	Sonoma County Water Agency	75.0	Sonoma	RUSSIAN RIVER	Report of Licensee	2014 / 1	Submitted	06/30/2015	View Amend
A015779	Sonoma County Water Agency	75.0	Sonoma	RUSSIAN RIVER	Report of Licensee	2013 / 1	Submitted	06/30/2014	View Amend
A015779	Sonoma County Water Agency	75.0	Sonoma	RUSSIAN RIVER	Report of Licensee	2012 / 1	Submitted	06/30/2013	View Amend
A015779	Sonoma County Water Agency	75.0	Sonoma	RUSSIAN RIVER	Report of Licensee	2011 / 1	Submitted	06/29/2012	View Amend
A015779	Sonoma County Water Agency	75.0	Sonoma	RUSSIAN RIVER	Report of Licensee	2010 / 1	Submitted	07/01/2011	View Amend

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Page 1

Water Right ID	Primary Owner	Face Value (acre-ft/yr)	County	Source	Type	Year / Revision	Status	Date Submitted	Action
A019351	Sonoma County Water Agency	375,316.0	Sonoma	DRY CREEK, RUSSIAN RIVER	Progress Report by Permittee	2014 / 1	Submitted	06/30/2015	View Amend
A019351	Sonoma County Water Agency	375,316.0	Sonoma	DRY CREEK, RUSSIAN RIVER	Progress Report by Permittee	2013 / 1	Submitted	06/30/2014	View Amend
A019351	Sonoma County Water Agency	375,316.0	Sonoma	DRY CREEK, RUSSIAN RIVER	Progress Report by Permittee	2012 / 1	Submitted	06/30/2013	View Amend
A019351	Sonoma County Water Agency	375,316.0	Sonoma	DRY CREEK, RUSSIAN RIVER	Progress Report by Permittee	2011 / 1	Submitted	06/29/2012	View Amend
A019351	Sonoma County Water Agency	375,316.0	Sonoma	DRY CREEK, RUSSIAN RIVER	Progress Report by Permittee	2010 / 1	Submitted	07/01/2011	View Amend

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Page 1

Water Right ID	Primary Owner	Face Value (acre-ft/yr)	County	Source	Type	Year / Revision	Status	Date Submitted	Action
A022431	Sonoma County Water Agency	600.0	Sonoma	SANTA ROSA CREEK, SPRING CREEK, UNST	Report of Licensee	2014 / 1	Submitted	06/30/2015	View Amend
A022431	Sonoma County Water Agency	600.0	Sonoma	SANTA ROSA CREEK, SPRING CREEK, UNST	Report of Licensee	2013 / 1	Submitted	06/30/2014	View Amend
A022431	Sonoma County Water Agency	600.0	Sonoma	SANTA ROSA CREEK, SPRING CREEK, UNST	Report of Licensee	2012 / 1	Submitted	06/30/2013	View Amend
A022431	Sonoma County Water Agency	600.0	Sonoma	SANTA ROSA CREEK, SPRING CREEK, UNST	Report of Licensee	2011 / 1	Submitted	06/29/2012	View Amend
A022431	Sonoma County Water Agency	600.0	Sonoma	SANTA ROSA CREEK, SPRING CREEK, UNST	Report of Licensee	2010 / 1	Submitted	07/01/2011	View Amend

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Page 1

Water Right ID	Primary Owner	Face Value (acre-ft/yr)	County	Source	Type	Year / Revision	Status	Date Submitted	Action
A026624	Sonoma County Water Agency	209,953.5	Sonoma	DRY CREEK	Progress Report by Permittee	2014 / 1	Submitted	06/30/2015	View Amend
A026624	Sonoma County Water Agency	209,953.5	Sonoma	DRY CREEK	Progress Report by Permittee	2013 / 1	Submitted	06/30/2014	View Amend
A026624	Sonoma County Water Agency	209,953.5	Sonoma	DRY CREEK	Progress Report by Permittee	2012 / 1	Submitted	06/30/2013	View Amend
A026624	Sonoma County Water Agency	209,953.5	Sonoma	DRY CREEK	Progress Report by Permittee	2011 / 2	Submitted	06/29/2012	View Amend
A026624	Sonoma County Water Agency	209,953.5	Sonoma	DRY CREEK	Progress Report by Permittee	2011 / 1	Submitted	06/29/2012	View
A026624	Sonoma County Water Agency	209,953.5	Sonoma	DRY CREEK	Progress Report by Permittee	2010 / 1	Submitted	07/01/2011	View Amend

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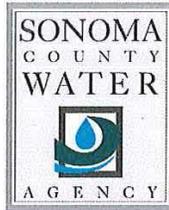
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Page 1

Water Right ID	Primary Owner	Face Value (acre-ft/yr)	County	Source	Type	Year / Revision	Status	Date Submitted	Action
A027362	Sonoma County Water Agency	113.0	Sonoma	RUSSIAN RIVER	Progress Report by Permittee	2014 / 1	Submitted	06/30/2015	View Amend
A027362	Sonoma County Water Agency	113.0	Sonoma	RUSSIAN RIVER	Progress Report by Permittee	2013 / 1	Submitted	06/30/2014	View Amend
A027362	Sonoma County Water Agency	113.0	Sonoma	RUSSIAN RIVER	Progress Report by Permittee	2012 / 1	Submitted	06/30/2013	View Amend
A027362	Sonoma County Water Agency	113.0	Sonoma	RUSSIAN RIVER	Progress Report by Permittee	2011 / 1	Submitted	06/29/2012	View Amend
A027362	Sonoma County Water Agency	113.0	Sonoma	RUSSIAN RIVER	Progress Report by Permittee	2010 / 1	Submitted	07/01/2011	View Amend

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MEMORANDUM

CF/42-0.19-9.1 Agency Permits & Licenses –
Diversion Reports (ID 2442)

Date: July 9, 2015

To: Records

CC: Grant Davis, Jay Jasperse, Pam Jeane, Don Seymour
Alan Lilly -- Bartkiewicz, Kronick & Shanahan
Cory O'Donnell, Steve Shupe -- Sonoma County Counsel

From: Todd J. Schram, P.E. 
Resource Planning

SUBJECT: **Water Year 2014 Water Rights Reports**

The attached reports were electronically submitted on June 30, 2015 to the State Water Resources Control Board (State Board) eWRMIS Report Management System (RMS)¹. The State Board requires annual submittal of diversion and use reports for permits and licenses by June 30th. The following table documents the Agency's water rights for which reports were submitted.

Application	Permit	License	Description
A012919A	12947A	-	Lake Mendocino Storage & Direct Diversion / Rediversion
A015736	12949	-	Russian River Direct Diversion
A015737	12950	-	Russian River Direct Diversion
A019351	16596	-	Lake Sonoma Storage & Direct Diversion / Rediversion
A026624	19566	-	Warm Springs Dam Hydropower
A027362	18725	-	Russian River Direct Diversion (White Property)
A015779	-	7615	Summer Recreation Dam Storage (Vacation Beach / Guerneville / Fitch Mountain Dams)
A022431	-	9408	Spring Lake Storage
A018736	-	9118	Loades Storage Water Right for Graham's Pond
A019515	-	9575	Loades Storage Water Right for Graham's Pond

Among the Water Agency's four water supply related permits, there are two attachments appended to the permittee progress reports. For Permits 12947A and 16596, the table titled 'Determination of Amounts Taken and Beneficial Use under Permits 12947A and 16596' was included to provide a breakdown of direct diversions, diversions to storage, and rediversion of storage releases. For all four water supply related permits—Permits 12947A, 12949, 12950, and 16596, the table titled 'Water Rights Permits Diversion

¹ http://ciwqs.waterboards.ca.gov/ciwqs/ewrims_online_reporting/login.jsp

Records
July 9, 2015
Page 2

Allocations' was included to document all diversions (direct diversions and rediversions of storage releases) by the Water Agency and all authorized Water Agency customers under these permits. Allocations of diversions among these permits are calculated based on the methodology incorporated in the *Water Rights Reporting Program*, which is currently coded and run from a Matlab platform.

(Attachments)

nw\\S:\Clerical\Pinks\07-06-15\Memo_SCWA_WR_Rpts_Submittal_WY2014.docx

2. Compliance with Permit Terms and Conditions	
I am complying with all terms and conditions	No
Description of noncompliance with terms and conditions	There are some discrepancies between actual & authorized place of use as identified in POU maps on file at the State Board. These issues will be addressed in a forthcoming petition. Minimum instream flows were not met on occasion, which often was due to underpredicting the magnitude of the cumulative, non-Agency diversions in various reaches of the river. Agency staff actively monitor all streamflow gages and set releases from Lake Mendocino and Lake Sonoma based on minimum instream flow requirements, expected inflows and diversions, and an operational buffer. Release corrections as required are implemented expeditiously.

3. Changes to the Project	
Intake location has been changed	
Description of intake location changes	
Type of use has changed	
Description of type of use changes	
Place of use has changed	
Description of place of use changes	
Other changes	
Description of other changes	

4-6. Permitted Project Status	
Project Status	Not Complete
6a. Construction work has commenced	Yes
6b. Construction is completed	Yes
6c. Beneficial uses of water has commenced	Yes
6d. Project will be completed within the time period specified in the permit	No
6e. Explanation of work remaining to be done	Deliveries to Redwood Valley CWD commenced in August 2008 (not subject to 37,544 afa limit in term 5 of Permit 12947A)
6f. Estimated date of completion	01/01/2020

7. Purpose of Use	
Other	Maintain Russian River streamflow
Industrial	Various
Domestic	Unknown
Recreational	Swimming, boating, fishing
Irrigation	1500 Acres Mixed Crop Types
Municipal	606000

8. Amount of Water Diverted and Used			
Month	Amount directly diverted (Acre-Feet)	Amount diverted or collected to storage (Acre-Feet)	Amount used (Acre-Feet)
January	1162	0	2483
February	1598	5643	1686
March	1862	13671	1862
April	1795	6031	1795

May	82	1290	82
June	0	0	4595
July	0	0	5302
August	0	0	3995
September	0	0	1817
October	1779	0	5407
November	250	0	4082
December	0	0	4439
Total	8528	26635	37545
Comments			

Water Transfers	
8e. Water transferred	No
8f. Quantity transferred (Acre-Feet)	
8g. Dates which transfer occurred	/ to /
8h. Transfer approved by	

Water Supply Contracts	
8i. Water supply contract	No
8j. Contract with	
8k. Other provider	
8l. Contract number	
8m. Source from which contract water was diverted	
8n. Point of diversion same as identified water right	
8o. Amount (Acre-Feet) authorized to divert under this contract	
8p. Amount (Acre-Feet) authorized to be diverted in 2014	
8q. Amount (Acre-Feet) projected for 2015	
8r. Exchange or settlement of prior rights	
8s. All monthly reported diversion claimed under the prior rights	
8t. Amount (Acre-Feet) of reported diversion solely under contract	

9. Maximum Rate of Diversion for each Month	
Month	Maximum Rate of Diversion (CFS)
January	40.4
February	30.4
March	30.3
April	30.2
May	1.3
June	77.2
July	86.2
August	65
September	30.5
October	87.9
November	68.6
December	72.2

10. Storage					

Reservoir name	Spilled this year	Feet below spillway at maximum storage	Completely emptied	Feet below spillway at minimum storage	Method used to measure water level
Lake Mendocino	No	38.2	No	58.9	staff gauge reading

Conservation of Water	
11. Are you now employing water conservation efforts?	Yes
Description of water conservation efforts	On track with implementing CUWCC BMPs
12. Amount of water conserved	11248 Acre-Feet

Water Quality and Wastewater Reclamation	
13. During the period covered by this Report, did you use reclaimed water from a wastewater treatment facility, water from a desalination facility, or water polluted by waste to a degree which unreasonably affects the water for other beneficial uses?	Yes
14. Amount of reclaimed, desalinated, or polluted water used	2798 Acre-Feet

Conjunctive Use of Groundwater and Surface Water	
15. During the period covered by this Report, were you using groundwater in lieu of available surface water authorized under your permit?	Yes
16. Amounts of groundwater used	5316 Acre-Feet

Additional Remarks
-Data provided in report is for Water Year 2014 (Oct 2013 - Sept 2014). Diversion and use data provided in Item 8 was entered such that 'January' thru 'September' is for months in 2014 and 'October' through 'December' is for months in 2013. -Maximum rate of diversions provided in Item 9 is based on SWRCB protocol that states use of a 30-day average for determining maximum use for municipal purpose of use (SWRCB Booklet: Instructions for Completing Forms to File an Application to Appropriate Water, p. 6). These values are calculated based on the monthly totals of all direct diversions and rediversions of stored water releases under the permit. Data on maximum daily diversion rates under this permit are not available.

Attachments		
File Name	Description	Size
WR_Allocation_WY2014.pdf	Allocations of Total Diversions for Water Supply	79 KB
WR_AmtTaken-BenUse_WY2014.pdf	Amount of Water Taken and Beneficial Use for Permits 12947A and 16596	61 KB

Contact Information of the Person Submitting the Form	
First Name	Todd
Last Name	Schram
Relation to Water Right	Primary Owner of Record
Has read the form and agrees the information in the report is true to the best of his/her knowledge and belief	Yes

2. Compliance with Permit Terms and Conditions	
I am complying with all terms and conditions	No
Description of noncompliance with terms and conditions	There are some discrepancies between actual & authorized place of use as identified in POU maps on file at the State Board. These issues will be addressed in a forthcoming petition. Minimum instream flows were not met on occasion, which often was due to underpredicting the magnitude of the cumulative, non-Agency diversions in various reaches of the river. Agency staff actively monitor all streamflow gages and set releases from Lake Mendocino and Lake Sonoma based on minimum instream flow requirements, expected inflows and diversions, and an operational buffer. Release corrections as required are implemented expeditiously.

3. Changes to the Project	
Intake location has been changed	
Description of intake location changes	
Type of use has changed	
Description of type of use changes	
Place of use has changed	
Description of place of use changes	
Other changes	
Description of other changes	

4-6. Permitted Project Status	
Project Status	Not Complete
6a. Construction work has commenced	Yes
6b. Construction is completed	No
6c. Beneficial uses of water has commenced	Yes
6d. Project will be completed within the time period specified in the permit	No
6e. Explanation of work remaining to be done	Construction of additional diversion and transmission facilities
6f. Estimated date of completion	01/01/2020

7. Purpose of Use	
Domestic	Unknown
Irrigation	1500 Acres Mixed Crop Types
Municipal	619000

8. Amount of Water Diverted and Used			
Month	Amount directly diverted (Acre-Feet)	Amount diverted or collected to storage (Acre-Feet)	Amount used (Acre-Feet)
January	0	0	0
February	0	0	0
March	0	0	0
April	0	0	0
May	1230	0	1230
June	264	0	264
July	0	0	0

August	0	0	0
September	1190	0	1190
October	0	0	0
November	201	0	201
December	189	0	189
Total	3074	0	3074
Comments			

Water Transfers	
8e. Water transferred	No
8f. Quantity transferred (Acre-Feet)	
8g. Dates which transfer occurred	/ to /
8h. Transfer approved by	

Water Supply Contracts	
8i. Water supply contract	No
8j. Contract with	
8k. Other provider	
8l. Contract number	
8m. Source from which contract water was diverted	
8n. Point of diversion same as identified water right	
8o. Amount (Acre-Feet) authorized to divert under this contract	
8p. Amount (Acre-Feet) authorized to be diverted in 2014	
8q. Amount (Acre-Feet) projected for 2015	
8r. Exchange or settlement of prior rights	
8s. All monthly reported diversion claimed under the prior rights	
8t. Amount (Acre-Feet) of reported diversion solely under contract	

9. Maximum Rate of Diversion for each Month	
Month	Maximum Rate of Diversion (CFS)
January	0
February	0
March	0
April	0
May	20
June	4.4
July	0
August	0
September	20
October	0
November	3.4
December	3.1

10. Storage				
Reservoir name	Spilled this year	Feet below spillway at maximum storage	Completely emptied	Feet below spillway at minimum storage

					Method used to measure water level

Conservation of Water	
11. Are you now employing water conservation efforts?	Yes
Description of water conservation efforts	On track with implementing CUWCC BMPs
12. Amount of water conserved	11248 Acre-Feet

Water Quality and Wastewater Reclamation	
13. During the period covered by this Report, did you use reclaimed water from a wastewater treatment facility, water from a desalination facility, or water polluted by waste to a degree which unreasonably affects the water for other beneficial uses?	Yes
14. Amount of reclaimed, desalinated, or polluted water used	2798 Acre-Feet

Conjunctive Use of Groundwater and Surface Water	
15. During the period covered by this Report, were you using groundwater in lieu of available surface water authorized under your permit?	Yes
16. Amounts of groundwater used	5316 Acre-Feet

Additional Remarks	
<p>-Data provided in report is for Water Year 2014 (Oct 2013 - Sept 2014). Diversion and use data provided in Item 8 was entered such that 'January' thru 'September' is for months in 2014 and 'October' through 'December' is for months in 2013. -Maximum rate of diversions provided in Item 9 is based on SWRCB protocol that states use of a 30-day average for determining maximum use for municipal purpose of use (SWRCB Booklet: Instructions for Completing Forms to File an Application to Appropriate Water, p. 6). Data on maximum daily diversion rates under this permit are not available.</p>	

Attachments		
File Name	Description	Size
WR_Allocation_WY2014.pdf	Allocations of Total Diversions for Water Supply	79 KB

Contact Information of the Person Submitting the Form	
First Name	Todd
Last Name	Schram
Relation to Water Right	Primary Owner of Record
Has read the form and agrees the information in the report is true to the best of his/her knowledge and belief	Yes

1. Permit Review	
I have reviewed my water right permit	Yes

2. Compliance with Permit Terms and Conditions	
I am complying with all terms and conditions	No
Description of noncompliance with terms and conditions	There are some discrepancies between actual & authorized place of use as identified in POU maps on file at the State Board. These issues will be addressed in a forthcoming petition. Minimum instream flows were not met on occasion, which often was due to underpredicting the magnitude of the cumulative, non-Agency diversions in various reaches of the river. Agency staff actively monitor all streamflow gages and set releases from Lake Mendocino and Lake Sonoma based on minimum instream flow requirements, expected inflows and diversions, and an operational buffer. Release corrections as required are implemented expeditiously.

3. Changes to the Project	
Intake location has been changed	
Description of intake location changes	
Type of use has changed	
Description of type of use changes	
Place of use has changed	
Description of place of use changes	
Other changes	
Description of other changes	

4-6. Permitted Project Status	
Project Status	Not Complete
6a. Construction work has commenced	Yes
6b. Construction is completed	No
6c. Beneficial uses of water has commenced	Yes
6d. Project will be completed within the time period specified in the permit	No
6e. Explanation of work remaining to be done	Construction of additional diversion and transmission facilities
6f. Estimated date of completion	01/01/2020

7. Purpose of Use	
Domestic	Unknown
Irrigation	1500 Acres Mixed Crop Types
Municipal	619000

8. Amount of Water Diverted and Used			
Month	Amount directly diverted (Acre-Feet)	Amount diverted or collected to storage (Acre-Feet)	Amount used (Acre-Feet)
January	0	0	0
February	0	0	0

March	0	0	0
April	0	0	0
May	977	0	977
June	0	0	0
July	0	0	0
August	0	0	0
September	597	0	597
October	0	0	0
November	0	0	0
December	0	0	0
Total	1574	0	1574
Comments			

Water Transfers	
8e. Water transfered	No
8f. Quantity transfered (Acre-Feet)	
8g. Dates which transfer occurred	/ to /
8h. Transfer approved by	

Water Supply Contracts	
8i. Water supply contract	No
8j. Contract with	
8k. Other provider	
8l. Contract number	
8m. Source from which contract water was diverted	
8n. Point of diversion same as identified water right	
8o. Amount (Acre-Feet) authorized to divert under this contract	
8p. Amount (Acre-Feet) authorized to be diverted in 2014	
8q. Amount (Acre-Feet) projected for 2015	
8r. Exchange or settlement of prior rights	
8s. All monthly reported diversion claimed under the prior rights	
8t. Amount (Acre-Feet) of reported diversion solely under contract	

9. Maximum Rate of Diversion for each Month	
Month	Maximum Rate of Diversion (CFS)
January	0
February	0
March	0
April	0
May	15.9
June	0
July	0
August	0

September	10
October	0
November	0
December	0

10. Storage					
Reservoir name	Spilled this year	Feet below spillway at maximum storage	Completely emptied	Feet below spillway at minimum storage	Method used to measure water level

Conservation of Water	
11. Are you now employing water conservation efforts?	Yes
Description of water conservation efforts	On track with implementing CUWCC BMPs
12. Amount of water conserved	11248 Acre-Feet

Water Quality and Wastewater Reclamation	
13. During the period covered by this Report, did you use reclaimed water from a wastewater treatment facility, water from a desalination facility, or water polluted by waste to a degree which unreasonably affects the water for other beneficial uses?	Yes
14. Amount of reclaimed, desalinated, or polluted water used	2798 Acre-Feet

Conjunctive Use of Groundwater and Surface Water	
15. During the period covered by this Report, were you using groundwater in lieu of available surface water authorized under your permit?	Yes
16. Amounts of groundwater used	5316 Acre-Feet

Additional Remarks
-Data provided in report is for Water Year 2014 (Oct 2013 - Sept 2014). Diversion and use data provided in Item 8 was entered such that 'January' thru 'September' is for months in 2014 and 'October' through 'December' is for months in 2013. -Maximum rate of diversions provided in Item 9 is based on SWRCB protocol that states use of a 30-day average for determining maximum use for municipal purpose of use (SWRCB Booklet: Instructions for Completing Forms to File an Application to Appropriate Water, p. 6). Data on maximum daily diversion rates under this permit are not available.

Attachments		
File Name	Description	Size
WR Allocation_WY2014.pdf	Allocations of Total Diversions for Water Supply	79 KB

Contact Information of the Person Submitting the Form	
First Name	Todd
Last Name	Schram
Relation to Water Right	Primary Owner of Record
Has read the form and agrees the information in the report is true to the best of his/her knowledge and belief	Yes

I am complying with all terms and conditions	No
Description of noncompliance with terms and conditions	There are some discrepancies between actual & authorized place of use as identified in POU maps on file at the State Board. These issues will be addressed in a forthcoming petition. Minimum instream flows were not met on occasion, which often was due to underpredicting the magnitude of the cumulative, non-Agency diversions in various reaches of the river. Agency staff actively monitor all streamflow gages and set releases from Lake Mendocino and Lake Sonoma based on minimum instream flow requirements, expected inflows and diversions, and an operational buffer. Release corrections as required are implemented expeditiously.

3. Changes to the Project	
Intake location has been changed	
Description of intake location changes	
Type of use has changed	
Description of type of use changes	
Place of use has changed	
Description of place of use changes	
Other changes	
Description of other changes	

4-6. Permitted Project Status	
Project Status	Not Complete
6a. Construction work has commenced	Yes
6b. Construction is completed	No
6c. Beneficial uses of water has commenced	Yes
6d. Project will be completed within the time period specified in the permit	No
6e. Explanation of work remaining to be done	Construction of additional diversion and transmission facilities
6f. Estimated date of completion	01/01/2020

7. Purpose of Use	
Other	Maintain Russian River streamflow
Industrial	Various
Domestic	Unknown
Recreational	swimming, boating, fishing
Municipal	619000

8. Amount of Water Diverted and Used			
Month	Amount directly diverted (Acre-Feet)	Amount diverted or collected to storage (Acre-Feet)	Amount used (Acre-Feet)
January	0	0	1577
February	0	11633	1958
March	989	14878	1838
April	1717	4241	3041
May	0	0	2678

June	0	0	703
July	0	0	756
August	0	0	399
September	0	0	1937
October	0	0	442
November	0	0	0
December	0	0	0
Total	2706	30752	15329
Comments			

Water Transfers	
8e. Water transfered	No
8f. Quantity transfered (Acre-Feet)	
8g. Dates which transfer occurred	/ to /
8h. Transfer approved by	

Water Supply Contracts	
8i. Water supply contract	No
8j. Contract with	
8k. Other provider	
8l. Contract number	
8m. Source from which contract water was diverted	
8n. Point of diversion same as identified water right	
8o. Amount (Acre-Feet) authorized to divert under this contract	
8p. Amount (Acre-Feet) authorized to be diverted in 2014	
8q. Amount (Acre-Feet) projected for 2015	
8r. Exchange or settlement of prior rights	
8s. All monthly reported diversion claimed under the prior rights	
8t. Amount (Acre-Feet) of reported diversion solely under contract	

9. Maximum Rate of Diversion for each Month	
Month	Maximum Rate of Diversion (CFS)
January	25.7
February	35.3
March	29.9
April	51.1
May	43.5
June	11.8
July	12.3
August	6.5
September	32.6
October	7.2
November	0
December	0

10. Storage					
Reservoir name	Spilled this year	Feet below spillway at maximum storage	Completely emptied	Feet below spillway at minimum storage	Method used to measure water level
Lake Sonoma	No	66.5	No	87.4	staff gauge reading

Conservation of Water	
11. Are you now employing water conservation efforts?	Yes
Description of water conservation efforts	On track with implementing CUWCC BMPs
12. Amount of water conserved	11248 Acre-Feet

Water Quality and Wastewater Reclamation	
13. During the period covered by this Report, did you use reclaimed water from a wastewater treatment facility, water from a desalination facility, or water polluted by waste to a degree which unreasonably affects the water for other beneficial uses?	Yes
14. Amount of reclaimed, desalinated, or polluted water used	2798 Acre-Feet

Conjunctive Use of Groundwater and Surface Water	
15. During the period covered by this Report, were you using groundwater in lieu of available surface water authorized under your permit?	Yes
16. Amounts of groundwater used	5316 Acre-Feet

Additional Remarks
-Data provided in report is for Water Year 2014 (Oct 2013 - Sept 2014). Diversion and use data provided in Item 8c was entered such that 'January' thru 'September' is for months in 2014 and 'October' through 'December' is for months in 2013. -Maximum rate of diversions provided in Item 9 is based on SWRCB protocol that states use of a 30-day average for determining maximum use for municipal purpose of use (SWRCB Booklet: Instructions for Completing Forms to File an Application to Appropriate Water, p. 6). These values are calculated based on the monthly totals of all direct diversions and rediversions of stored water releases under the permit. Data on maximum daily diversion rates under this permit are not available.

Attachments		
File Name	Description	Size
WR Allocation_WY2014.pdf	Allocations of Total Diversions for Water Supply	79 KB
WR AmtTaken-BenUse_WY2014.pdf	Amount of Water Taken and Beneficial Use for Permits 12947A and 16596	61 KB

Contact Information of the Person Submitting the Form	
First Name	Todd
Last Name	Schram
Relation to Water Right	Primary Owner of Record
Has read the form and agrees the information in the report is true to the best of his/her knowledge and belief	Yes

[SUMMARY OF FINAL SUBMITTED VERSION]

PROGRESS REPORT BY PERMITTEE FOR 2014

Primary Owner: Sonoma County Water Agency
 Primary Contact: Sonoma County Water Agency

Date Submitted: 2015-06-30

Application Number: A026624
 Permit Number: 019566

Source(s) of Water	POD Parcel Number	County
DRY CREEK		Sonoma

MAX Direct Diversion Rate: 290.0 CFS
 MAX Collection to Storage: 0.0 AC-FT
 Face Value: 209953.5 AC-FT

Permitted Use(s)	Acres	Direct Diversion Season	Storage Season
Power	0.0	01/01 to 12/31	

1. Permit Review	
I have reviewed my water right permit	Yes

2. Compliance with Permit Terms and Conditions	
I am complying with all terms and conditions	Yes
Description of noncompliance with terms and conditions	

3. Changes to the Project	
Intake location has been changed	
Description of intake location changes	
Type of use has changed	
Description of type of use changes	
Place of use has changed	
Description of place of use changes	
Other changes	
Description of other changes	

4-6. Permitted Project Status	
Project Status	Not Complete
6a. Construction work has commenced	Yes
6b. Construction is completed	Yes
6c. Beneficial uses of water has commenced	Yes
6d. Project will be completed within the time period specified in the permit	No
6e. Explanation of work remaining to be done	Power generation will continue to increase with water demands
6f. Estimated date of completion	01/01/2020

7. Purpose of Use	
Power	2.6 MW

8. Amount of Water Diverted and Used			
Month	Amount directly diverted (Acre-Feet)	Amount diverted or collected to storage (Acre-Feet)	Amount used (Acre-Feet)
January	6769	0	6769
February	5416	0	5416
March	108	0	108
April	5181	0	5181
May	5402	0	5402
June	7065	0	7065
July	7294	0	7294
August	7187	0	7187
September	5161	0	5161
October	6445	0	6445
November	7991	0	7991
December	7280	0	7280
Total	71299	0	71299
Comments			

Water Transfers	
8e. Water transferred	No
8f. Quantity transferred (Acre-Feet)	
8g. Dates which transfer occurred	/ to /
8h. Transfer approved by	

Water Supply Contracts	
8i. Water supply contract	No
8j. Contract with	
8k. Other provider	
8l. Contract number	
8m. Source from which contract water was diverted	
8n. Point of diversion same as identified water right	
8o. Amount (Acre-Feet) authorized to divert under this contract	
8p. Amount (Acre-Feet) authorized to be diverted in 2014	
8q. Amount (Acre-Feet) projected for 2015	
8r. Exchange or settlement of prior rights	
8s. All monthly reported diversion claimed under the prior rights	
8t. Amount (Acre-Feet) of reported diversion solely under contract	

9. Maximum Rate of Diversion for each Month	
Month	Maximum Rate of Diversion (CFS)
January	129.3
February	124.1
March	93.7
April	98.9
May	144.3
June	132.9

July	142.4
August	122.7
September	130.2
October	124.5
November	137.1
December	132.8

10. Storage					
Reservoir name	Spilled this year	Feet below spillway at maximum storage	Completely emptied	Feet below spillway at minimum storage	Method used to measure water level

Conservation of Water	
11. Are you now employing water conservation efforts?	Yes
Description of water conservation efforts	On track with implementing CUWCC BMPs
12. Amount of water conserved	11248 Acre-Feet

Water Quality and Wastewater Reclamation	
13. During the period covered by this Report, did you use reclaimed water from a wastewater treatment facility, water from a desalination facility, or water polluted by waste to a degree which unreasonably affects the water for other beneficial uses?	Yes
14. Amount of reclaimed, desalinated, or polluted water used	2798 Acre-Feet

Conjunctive Use of Groundwater and Surface Water	
15. During the period covered by this Report, were you using groundwater in lieu of available surface water authorized under your permit?	Yes
16. Amounts of groundwater used	5316 Acre-Feet

Additional Remarks
-Data provided in report is for Water Year 2014 (Oct 2013 - Sept 2014). Diversion and use data provided in Item 8 was entered such that 'January' thru 'September' is for months in 2014 and 'October' through 'December' is for months in 2013. -Monthly Maximum Rate of Diversion data in Item 9 is reported based on daily diversion rate data.

Attachments		
File Name	Description	Size
No Attachments		

Contact Information of the Person Submitting the Form	
First Name	Todd
Last Name	Schram
Relation to Water Right	Primary Owner of Record
Has read the form and agrees the information in the report is true to the best of his/her knowledge and belief	Yes

[SUMMARY OF FINAL SUBMITTED VERSION]

PROGRESS REPORT BY PERMITTEE FOR 2014

Primary Owner: Sonoma County Water Agency
 Primary Contact: Sonoma County Water Agency

Date Submitted: 2015-06-30

Application Number: A027362
 Permit Number: 018725

Source(s) of Water	POD Parcel Number	County
RUSSIAN RIVER	110-280-22	Sonoma

MAX Direct Diversion Rate: 0.4 CFS
 MAX Collection to Storage: 0.0 AC-FT
 Face Value: 113.0 AC-FT

Permitted Use(s)	Acres	Direct Diversion Season	Storage Season
Domestic	0.0	01/01 to 12/31	
Irrigation	27.0	04/01 to 10/31	

1. Permit Review	
I have reviewed my water right permit	Yes

2. Compliance with Permit Terms and Conditions	
I am complying with all terms and conditions	Yes
Description of noncompliance with terms and conditions	

3. Changes to the Project	
Intake location has been changed	
Description of intake location changes	
Type of use has changed	
Description of type of use changes	
Place of use has changed	
Description of place of use changes	
Other changes	
Description of other changes	

4-6. Permitted Project Status	
Project Status	Not Complete
6a. Construction work has commenced	Yes
6b. Construction is completed	No
6c. Beneficial uses of water has commenced	Yes
6d. Project will be completed within the time period specified in the permit	No
6e. Explanation of work remaining to be done	Purchased property with water right permit on 11/27/2006, but no working diversion equipment exists on property; Have not constructed new diversion facilities.

6f. Estimated date of completion | 01/01/2020

7. Purpose of Use

No Use

8. Amount of Water Diverted and Used			
Month	Amount directly diverted (Acre-Feet)	Amount diverted or collected to storage (Acre-Feet)	Amount used (Acre-Feet)
January	0	0	0
February	0	0	0
March	0	0	0
April	0	0	0
May	0	0	0
June	0	0	0
July	0	0	0
August	0	0	0
September	0	0	0
October	0	0	0
November	0	0	0
December	0	0	0
Total	0	0	0
Comments	Purchased property with water right permit on 11/27/2006, but no working diversion equipment exists on property; Have not constructed new diversion facilities.		

Water Transfers	
8e. Water transferred	No
8f. Quantity transferred (Acre-Feet)	
8g. Dates which transfer occurred	/ to /
8h. Transfer approved by	

Water Supply Contracts	
8i. Water supply contract	No
8j. Contract with	
8k. Other provider	
8l. Contract number	
8m. Source from which contract water was diverted	
8n. Point of diversion same as identified water right	
8o. Amount (Acre-Feet) authorized to divert under this contract	
8p. Amount (Acre-Feet) authorized to be diverted in 2014	
8q. Amount (Acre-Feet) projected for 2015	
8r. Exchange or settlement of prior rights	
8s. All monthly reported diversion claimed under the prior rights	
8t. Amount (Acre-Feet) of reported diversion solely under contract	

9. Maximum Rate of Diversion for each Month	
Month	Maximum Rate of Diversion (CFS)
January	0

February	0
March	0
April	0
May	0
June	0
July	0
August	0
September	0
October	0
November	0
December	0

10. Storage					
Reservoir name	Spilled this year	Feet below spillway at maximum storage	Completely emptied	Feet below spillway at minimum storage	Method used to measure water level

Conservation of Water	
11. Are you now employing water conservation efforts?	No
Description of water conservation efforts	
12. Amount of water conserved	

Water Quality and Wastewater Reclamation	
13. During the period covered by this Report, did you use reclaimed water from a wastewater treatment facility, water from a desalination facility, or water polluted by waste to a degree which unreasonably affects the water for other beneficial uses?	No
14. Amount of reclaimed, desalinated, or polluted water used	

Conjunctive Use of Groundwater and Surface Water	
15. During the period covered by this Report, were you using groundwater in lieu of available surface water authorized under your permit?	No
16. Amounts of groundwater used	

Additional Remarks
Data provided in report is for Water Year 2014 (Oct 2013 - Sept 2014). Diversion and use data provided in Item 8c was entered such that 'January' thru 'September' is for months in 2014 and 'October' through 'December' is for months in 2013.

Attachments		
File Name	Description	Size
No Attachments		

Contact Information of the Person Submitting the Form	
First Name	Todd
Last Name	Schram
Relation to Water Right	Primary Owner of Record
Has read the form and agrees the information in the report is true to the best of his/her knowledge and belief	Yes

[SUMMARY OF FINAL SUBMITTED VERSION]

REPORT OF LICENSEE FOR 2014

Primary Owner: Sonoma County Water Agency
 Primary Contact: Sonoma County Water Agency

Date Submitted: 2015-06-30

Application Number: A015779
 License Number: 007615

Source(s) of Water	POD Parcel Number	County
RUSSIAN RIVER		Sonoma
RUSSIAN RIVER		Sonoma
RUSSIAN RIVER		Sonoma

MAX Direct Diversion Rate: 0.0 GPD
 MAX Collection to Storage: 75.0 AC-FT
 Face Value: 75.0 AC-FT

Licensed Use(s)	Acres	Direct Diversion Season	Storage Season
Recreational	0.0		05/15 to 09/15

1. Project Abandoned	
The project has been abandoned and I request revocation of my water right license	No

2. Compliance with License Terms and Conditions	
I have currently reviewed my water right license and I am complying with all terms and conditions	Yes
Description of noncompliance with terms and conditions	

3. Changes to the Project	
Intake location has been changed	
Description of intake location changes	
Type of use has changed	
Description of type of use changes	
Place of use has changed	
Description of place of use changes	
Other changes	
Description of other changes	

4. Purpose of Use	
Recreational	swimming, boating, fishing

5. Amount of Water Diverted and Used			
Month	Amount directly diverted (Acre-Feet)	Amount diverted or collected to storage (Acre-Feet)	Amount used (Acre-Feet)
January	0	0	0
February	0	0	0
March	0	0	0

April	0	0	0
May	0	0	0
June	0	66	66
July	0	0	0
August	0	0	0
September	0	0	0
October	0	0	0
November	0	0	0
December	0	0	0
Total	0	66	66
Comments			

Water Transfers	
8e. Water transfered	No
8f. Quantity transfered (Acre-Feet)	
8g. Dates which transfer occurred	/ to /
8h. Transfer approved by	

Water Supply Contracts	
8i. Water supply contract	No
8j. Contract with	
8k. Other provider	
8l. Contract number	
8m. Source from which contract water was diverted	
8n. Point of diversion same as identified water right	
8o. Amount (Acre-Feet) authorized to divert under this contract	
8p. Amount (Acre-Feet) authorized to be diverted in 2014	
8q. Amount (Acre-Feet) projected for 2015	
8r. Exchange or settlement of prior rights	
8s. All monthly reported diversion claimed under the prior rights	
8t. Amount (Acre-Feet) of reported diversion solely under contract	

6. Maximum Rate of Diversion for each Month	
Month	Maximum Rate of Diversion (CFS)
January	0
February	0
March	0
April	0
May	0
June	3.2
July	0
August	0
September	0
October	0
November	0

December | 0

7. Storage					
Reservoir name	Spilled this year	Feet below spillway at maximum storage	Completely emptied	Feet below spillway at minimum storage	Method used to measure water level
Vacation Beach	Yes		Yes		
Johnson's Beach	Yes		Yes		

Conservation of Water	
8. Are you now employing water conservation efforts?	No
Description of water conservation efforts	
9. Amount of water conserved	

Water Quality and Wastewater Reclamation	
10. During the period covered by this Report, did you use reclaimed water from a wastewater treatment facility, water from a desalination facility, or water polluted by waste to a degree which unreasonably affects the water for other beneficial uses?	No
11. Amount of reclaimed, desalinated, or polluted water used	

Conjunctive Use of Groundwater and Surface Water	
12. During the period covered by this Report, were you using groundwater in lieu of available surface water authorized under your license?	No
13. Amounts of groundwater used	

Additional Remarks
Water impounded under license is used for temporary summer recreation dams at three locations on the Russian River: Vacation Beach and Johnson's Beach in Guerneville and Fitch Mountain Dam in Healdsburg. The Russian River Recreation & Park District owns & operates the Fitch Mountain Dam. The Fitch Mountain Dam has not been installed since 2003 because of water quality issues associated with removing the dam at the end of the season. Maximum rate of diversion estimated for Johnson's Beach using stream gauge data. Vacation Beach does not have gauging, hence no rate was determined.

Attachments		
File Name	Description	Size
No Attachments		

Contact Information of the Person Submitting the Form	
First Name	Todd
Last Name	Schram
Relation to Water Right	Primary Owner of Record
Has read the form and agrees the information in the report is true to the best of his/her knowledge and belief	Yes

[SUMMARY OF FINAL SUBMITTED VERSION]

REPORT OF LICENSEE FOR 2014

Primary Owner: Sonoma County Water Agency
 Primary Contact: Sonoma County Water Agency

Date Submitted: 2015-06-30

Application Number: A022431
 License Number: 009408

Source(s) of Water	POD Parcel Number	County
SANTA ROSA CREEK		Sonoma
SPRING CREEK		Sonoma
UNST		Sonoma

MAX Direct Diversion Rate: 0.0 GPD
 MAX Collection to Storage: 600.0 AC-FT
 Face Value: 600.0 AC-FT

Licensed Use(s)	Acres	Direct Diversion Season	Storage Season
Recreational	0.0		10/15 to 04/15

1. Project Abandoned	
The project has been abandoned and I request revocation of my water right license	No

2. Compliance with License Terms and Conditions	
I have currently reviewed my water right license and I am complying with all terms and conditions	Yes
Description of noncompliance with terms and conditions	

3. Changes to the Project	
Intake location has been changed	
Description of intake location changes	
Type of use has changed	
Description of type of use changes	
Place of use has changed	
Description of place of use changes	
Other changes	
Description of other changes	

4. Purpose of Use	
Recreational	boating & fishing

5. Amount of Water Diverted and Used			
Month	Amount directly diverted (Acre-Feet)	Amount diverted or collected to storage (Acre-Feet)	Amount used (Acre-Feet)
January	0	1.1	1.1
February	0	132.8	132.8
March	0	39.4	39.4

April	0	0	0
May	0	0	0
June	0	0	0
July	0	0	0
August	0	0	0
September	0	0	0
October	0	0	0
November	0	11.6	11.6
December	0	6.4	6.4
Total	0	191.3	191.3
Comments			

Water Transfers	
8e. Water transfered	No
8f. Quantity transfered (Acre-Feet)	
8g. Dates which transfer occurred	/ to /
8h. Transfer approved by	

Water Supply Contracts	
8i. Water supply contract	No
8j. Contract with	
8k. Other provider	
8l. Contract number	
8m. Source from which contract water was diverted	
8n. Point of diversion same as identified water right	
8o. Amount (Acre-Feet) authorized to divert under this contract	
8p. Amount (Acre-Feet) authorized to be diverted in 2014	
8q. Amount (Acre-Feet) projected for 2015	
8r. Exchange or settlement of prior rights	
8s. All monthly reported diversion claimed under the prior rights	
8t. Amount (Acre-Feet) of reported diversion solely under contract	

6. Maximum Rate of Diversion for each Month	
Month	Maximum Rate of Diversion (CFS)
January	0.02
February	2.39
March	0.64
April	0
May	0
June	0
July	0
August	0
September	0
October	0
November	0.2

December	0.1
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7. Storage					
Reservoir name	Spilled this year	Feet below spillway at maximum storage	Completely emptied	Feet below spillway at minimum storage	Method used to measure water level
Spring Lake	Yes		No	2.7	estimate

Conservation of Water	
8. Are you now employing water conservation efforts?	No
Description of water conservation efforts	
9. Amount of water conserved	

Water Quality and Wastewater Reclamation	
10. During the period covered by this Report, did you use reclaimed water from a wastewater treatment facility, water from a desalination facility, or water polluted by waste to a degree which unreasonably affects the water for other beneficial uses?	No
11. Amount of reclaimed, desalinated, or polluted water used	

Conjunctive Use of Groundwater and Surface Water	
12. During the period covered by this Report, were you using groundwater in lieu of available surface water authorized under your license?	No
13. Amounts of groundwater used	

Additional Remarks
Spring Lake is a flood control reservoir in a county park that is also used for recreation. The total annual diversion amount was calculated based on estimated evaporative losses in the lake. Monthly allocation of the estimated diversions to storage were based on a proportional distribution developed based on rainfall over the season of collection. Data provided in report is for Water Year 2014 (Oct2013-Sept2014). Diversion and use data provided in Item 5 was entered such that 'January' thru 'September' is for months in 2014 and 'October' through 'December' is for months in 2013. Monthly Maximum Rate of Diversion reported in Item 6 is value based on a monthly average diversion rate.

Attachments		
File Name	Description	Size
No Attachments		

Contact Information of the Person Submitting the Form	
First Name	Todd
Last Name	Schram
Relation to Water Right	Primary Owner of Record
Has read the form and agrees the information in the report is true to the best of his/her knowledge and belief	Yes

[SUMMARY OF FINAL SUBMITTED VERSION]

REPORT OF LICENSEE FOR 2014

Primary Owner: JOHN W LOADES JR
 Primary Contact: Sonoma County Water Agency

Date Submitted: 2015-06-30

Application Number: A018736
 License Number: 009118

Source(s) of Water	POD Parcel Number	County
UNST		Sonoma

MAX Direct Diversion Rate: 0.0 GPD
 MAX Collection to Storage: 14.0 AC-FT
 Face Value: 14.0 AC-FT

Licensed Use(s)	Acres	Direct Diversion Season	Storage Season
Fire Protection	0.0		10/01 to 05/31
Irrigation	6.0		10/01 to 05/31
Stockwatering	0.0		10/01 to 05/31

1. Project Abandoned	
The project has been abandoned and I request revocation of my water right license	No

2. Compliance with License Terms and Conditions	
I have currently reviewed my water right license and I am complying with all terms and conditions	Yes
Description of noncompliance with terms and conditions	

3. Changes to the Project	
Intake location has been changed	
Description of intake location changes	
Type of use has changed	
Description of type of use changes	
Place of use has changed	
Description of place of use changes	
Other changes	
Description of other changes	

4. Purpose of Use	
Irrigation	6 Acres Pasture
Stockwatering	80 head of cattle
Fire Protection	Graham's Pond

5. Amount of Water Diverted and Used			
Month	Amount directly diverted (Acre-Feet)	Amount diverted or collected to storage (Acre-Feet)	Amount used (Acre-Feet)
January	0	0	0

February	0	0	0
March	0	0	0
April	0	0	0
May	0	0	0
June	0	0	0
July	0	0	0
August	0	0	0
September	0	0	0
October	0	0	0
November	0	0	0
December	0	0	0
Total	0	0	0
Comments	Graham's Pond is leased by the Sonoma County Water Agency, operator of the Occidental Community Services District wastewater treatment plant, and used as equalization storage for reclaimed water (effluent). Weekly storage level measurements are recorded. Considering its current primary use for equalization, Graham's Pond is mostly storing reclaimed water and therefore volumes are recorded in Item 10. Reclaimed water served as the source for 22.0 acre-feet of irrigation water and an estimated 1 acre-feet for stockwater.		

Water Transfers	
8e. Water transfered	No
8f. Quantity transfered (Acre-Feet)	
8g. Dates which transfer occurred	/ to /
8h. Transfer approved by	

Water Supply Contracts	
8i. Water supply contract	No
8j. Contract with	
8k. Other provider	
8l. Contract number	
8m. Source from which contract water was diverted	
8n. Point of diversion same as identified water right	
8o. Amount (Acre-Feet) authorized to divert under this contract	
8p. Amount (Acre-Feet) authorized to be diverted in 2014	
8q. Amount (Acre-Feet) projected for 2015	
8r. Exchange or settlement of prior rights	
8s. All monthly reported diversion claimed under the prior rights	
8t. Amount (Acre-Feet) of reported diversion solely under contract	

6. Maximum Rate of Diversion for each Month	
Month	Maximum Rate of Diversion (GPD)
January	0
February	0
March	0
April	0

May	0
June	0
July	0
August	0
September	0
October	0
November	0
December	0

7. Storage					
Reservoir name	Spilled this year	Feet below spillway at maximum storage	Completely emptied	Feet below spillway at minimum storage	Method used to measure water level
Graham's Pond	Yes		No	5.4	staff gauge reading

Conservation of Water	
8. Are you now employing water conservation efforts?	No
Description of water conservation efforts	
9. Amount of water conserved	

Water Quality and Wastewater Reclamation	
10. During the period covered by this Report, did you use reclaimed water from a wastewater treatment facility, water from a desalination facility, or water polluted by waste to a degree which unreasonably affects the water for other beneficial uses?	Yes
11. Amount of reclaimed, desalinated, or polluted water used	22 Acre-Feet

Conjunctive Use of Groundwater and Surface Water	
12. During the period covered by this Report, were you using groundwater in lieu of available surface water authorized under your license?	No
13. Amounts of groundwater used	

Additional Remarks
License is operated in conjunction with License 9578 (A019515) to collect and beneficially use water stored in Graham's Pond. The answer to Question 11 is the total reclaimed water discharged to Graham's Pond.

Attachments		
File Name	Description	Size
No Attachments		

Contact Information of the Person Submitting the Form	
First Name	Todd
Last Name	Schram
Relation to Water Right	Other: Agent
Has read the form and agrees the information in the report is true to the best of his/her knowledge and belief	Yes

[SUMMARY OF FINAL SUBMITTED VERSION]

REPORT OF LICENSEE FOR 2014

Primary Owner: JOHN W LOADES JR
 Primary Contact: Sonoma County Water Agency

Date Submitted: 2015-06-30

Application Number: A019515
 License Number: 009578

Source(s) of Water	POD Parcel Number	County
UNST		Sonoma

MAX Direct Diversion Rate: 0.0 GPD
 MAX Collection to Storage: 17.0 AC-FT
 Face Value: 17.0 AC-FT

Licensed Use(s)	Acres	Direct Diversion Season	Storage Season
Fire Protection	0.0		10/01 to 05/31
Irrigation	15.0		10/01 to 05/31
Stockwatering	0.0		10/01 to 05/31

1. Project Abandoned	
The project has been abandoned and I request revocation of my water right license	No

2. Compliance with License Terms and Conditions	
I have currently reviewed my water right license and I am complying with all terms and conditions	Yes
Description of noncompliance with terms and conditions	

3. Changes to the Project	
Intake location has been changed	
Description of intake location changes	
Type of use has changed	
Description of type of use changes	
Place of use has changed	
Description of place of use changes	
Other changes	
Description of other changes	

4. Purpose of Use	
Irrigation	15 Acres Pasture
Stockwatering	80 head of cattle
Fire Protection	Graham's Pond

5. Amount of Water Diverted and Used			
Month	Amount directly diverted (Acre-Feet)	Amount diverted or collected to storage (Acre-Feet)	Amount used (Acre-Feet)
January	0	0	0

February	0	0	0
March	0	0	0
April	0	0	0
May	0	0	0
June	0	0	0
July	0	0	0
August	0	0	0
September	0	0	0
October	0	0	0
November	0	0	0
December	0	0	0
Total	0	0	0
Comments	Graham's Pond is leased by the Sonoma County Water Agency, operator of the Occidental Community Services District wastewater treatment plant, and used as equalization storage for reclaimed water (effluent). Weekly storage level measurements are recorded. Considering its current primary use for equalization, Graham's Pond is mostly storing reclaimed water and therefore volumes are recorded in Item 10. Reclaimed water served as the source for 22.0 acre-feet of irrigation water and an estimated 1 acre-feet for stockwater.		

Water Transfers	
8e. Water transfered	No
8f. Quantity transfered (Acre-Feet)	
8g. Dates which transfer occurred	/ to /
8h. Transfer approved by	

Water Supply Contracts	
8i. Water supply contract	No
8j. Contract with	
8k. Other provider	
8l. Contract number	
8m. Source from which contract water was diverted	
8n. Point of diversion same as identified water right	
8o. Amount (Acre-Feet) authorized to divert under this contract	
8p. Amount (Acre-Feet) authorized to be diverted in 2014	
8q. Amount (Acre-Feet) projected for 2015	
8r. Exchange or settlement of prior rights	
8s. All monthly reported diversion claimed under the prior rights	
8t. Amount (Acre-Feet) of reported diversion solely under contract	

6. Maximum Rate of Diversion for each Month	
Month	Maximum Rate of Diversion (GPD)
January	0
February	0
March	0
April	0

May	0
June	0
July	0
August	0
September	0
October	0
November	0
December	0

7. Storage					
Reservoir name	Spilled this year	Feet below spillway at maximum storage	Completely emptied	Feet below spillway at minimum storage	Method used to measure water level
Graham's Pond	Yes		No	5.4	staff gauge reading

Conservation of Water	
8. Are you now employing water conservation efforts?	No
Description of water conservation efforts	
9. Amount of water conserved	

Water Quality and Wastewater Reclamation	
10. During the period covered by this Report, did you use reclaimed water from a wastewater treatment facility, water from a desalination facility, or water polluted by waste to a degree which unreasonably affects the water for other beneficial uses?	Yes
11. Amount of reclaimed, desalinated, or polluted water used	22 Acre-Feet

Conjunctive Use of Groundwater and Surface Water	
12. During the period covered by this Report, were you using groundwater in lieu of available surface water authorized under your license?	No
13. Amounts of groundwater used	

Additional Remarks
License is operated in conjunction with License 9118 (A018736) to collect and beneficially use water stored in Graham's Pond. The answer to Question 11 is the total reclaimed water discharged to Graham's Pond.

Attachments		
File Name	Description	Size
No Attachments		

Contact Information of the Person Submitting the Form	
First Name	Todd
Last Name	Schram
Relation to Water Right	Other: Agent
Has read the form and agrees the information in the report is true to the best of his/her knowledge and belief	Yes

SONOMA COUNTY WATER AGENCY

6/30/2015

DETERMINATION OF AMOUNTS TAKEN AND BENEFICIAL USE UNDER PERMITS 12947A and 16596

Review of Water Rights Report for Amounts Taken from Source and Beneficial Water Use

Water Year 2014

Amounts of Water Taken from Source (ac-ft)

**Amount of Water Taken from Source (8.c)*

Permit 12947A	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	TOTAL
Direct Diversion Water	1,779	250	0	1,162	1,598	1,862	1,795	82	0	0	0	0	8,528
Water Diverted to Storage	0	0	0	0	5,643	13,671	6,031	1,290	0	0	0	0	26,634
Total	1,779	250	0	1,162	7,240	15,532	7,826	1,372	0	0	0	0	35,162

Permit 16596	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	TOTAL
Direct Diversion Water	0	0	0	0	0	989	1,717	0	0	0	0	0	2,706
Water Diverted to Storage	0	0	0	0	11,633	14,878	4,241	0	0	0	0	0	30,752
Total	0	0	0	0	11,633	15,866	5,958	0	0	0	0	0	33,458

Amounts of Beneficial Use (ac-ft)

**Amt of Water Beneficially Used (8.c)*

Permit 12947A	Type of Use	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	TOTAL
Direct Diversion / Rediversion of Water	offstream	5,407	4,082	4,439	2,483	1,686	1,862	1,795	82	4,595	5,302	3,995	1,817	37,544
Recreational	in reservoir	0	0	0	0	5,643	13,671	6,031	1,290	0	0	0	0	26,634
Other: Maintain instream flows	instream	0	0	49	0	0	0	0	0	0	0	269	0	318
<i>Upstream of Agency Diversions</i>		2,832	2,566	2,510	375	-1,530	0	0	0	3,399	4,612	4,265	1,188	-
<i>Downstream of Agency Diversions</i>		0	0	49	0	0	0	0	0	0	0	128	0	-
Total Amount Beneficially Used		5,407	4,082	4,487	2,483	7,329	15,532	7,826	1,372	4,595	5,302	4,265	1,817	64,496
<i>Amount of Beneficial Use Offstream</i>		5,407	4,082	4,439	2,483	1,686	1,862	1,795	82	4,595	5,302	3,995	1,817	37,544
<i>Amount of Beneficial Use Instream / In Reservoir</i>		0	0	49	0	5,643	13,671	6,031	1,290	0	0	269	0	26,952

Permit 16596	Type of Use	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	TOTAL
Direct Diversion / Rediversion of Water	offstream	442	0	0	1,577	1,958	1,838	3,041	2,678	703	756	399	1,937	15,329
Recreational	in reservoir	0	0	0	0	11,633	14,878	4,241	0	0	0	0	0	30,752
Other: Maintain instream flows	instream	4,693	6,248	6,424	3,802	0	0	0	0	5,058	5,059	4,752	3,365	39,400
<i>Upstream of Agency Diversions</i>		4,738	6,248	6,424	4,473	0	0	0	1,086	1,396	1,537	1,537	1,488	-
<i>Downstream of Agency Diversions</i>		4,693	5,068	3,655	3,802	0	0	0	0	5,058	5,059	4,752	3,365	-
Total Amount Beneficially Used		5,135	6,248	6,424	5,379	13,592	16,715	7,282	2,678	5,761	5,815	5,151	5,302	85,481
<i>Amount of Beneficial Use Offstream</i>		442	0	0	1,577	1,958	1,838	3,041	2,678	703	756	399	1,937	15,329
<i>Amount of Beneficial Use Instream / In Reservoir</i>		4,693	6,248	6,424	3,802	11,633	14,878	4,241	0	5,058	5,059	4,752	3,365	70,152

Note:

*Instream / In Reservoir uses are not claimed in permittee progress reports in Item 8c as beneficial use
Use 'Amount of Beneficial Use Offstream' for permittee progress reports in Item 8c as beneficial use*

SONOMA COUNTY WATER AGENCY
WATER RIGHTS PERMITS DIVERSION ALLOCATIONS

6/30/2015

Water Year 2014

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total
12947A DIVERSIONS	5,407	4,082	4,439	2,483	1,686	1,862	1,795	82	4,595	5,302	3,995	1,817	37,544
SCWA (Subject to 37,554 ac-ft limit)	5,407	4,082	4,439	2,483	1,686	1,862	1,795	82	4,595	5,302	3,995	1,817	37,544
Redwood Valley CWD (Subject to 7,500 ac-ft limit)	0	0	0	0	0	0	0	0	0	0	0	0	0
12949 DIVERSIONS	0	201	189	0	0	0	0	1,230	264	0	0	1,190	3,074
SCWA	0	0	0	0	0	0	0	1,230	264	0	0	1,190	2,684
Town of Windsor	0	199	187	0	0	0	0	0	0	0	0	0	387
Camp Meeker RPD	0	2	2	0	0	0	0	0	0	0	0	0	4
12950 DIVERSIONS	0	977	0	0	0	597	1,574						
SCWA	0	0	0	0	0	0	0	977	0	0	0	597	1,574
Town of Windsor	0	0	0	0	0	0	0	0	0	0	0	0	0
Camp Meeker RPD	0	0	0	0	0	0	0	0	0	0	0	0	0
16596 DIVERSIONS	442	0	0	1,577	1,958	1,838	3,041	2,678	703	756	399	1,937	15,329
SCWA	109	0	0	1,386	1,819	1,675	2,845	2,336	242	302	0	1,609	12,322
Town of Windsor	331	0	0	190	138	162	195	315	370	365	326	273	2,666
Camp Meeker RPD	2	0	0	1	2	1	1	1	2	2	2	2	17
City of Healdsburg	0	0	0	0	0	0	0	26	89	86	70	53	324

Note:

Listed values are monthly totals of direct diversions and rediversions of storage releases.

Attachment 2: Basin Conditions

Basin Summary

A total of 14 groundwater basins and sub-basins, as defined by DWR, occur in Sonoma County. Three of the county's 14 basins and sub-basins are currently designated as medium-priority (Santa Rosa Plain, Sonoma Valley and Petaluma) and the remaining 11 are designated as very low priority (see Figure B-1 below). Based on a review of the eligibility requirements within the grant, long-term groundwater-level declines identified in southern Sonoma Valley (Sonoma County Water Agency, 2014a) demonstrate that the Sonoma Valley groundwater sub-basin meets the eligibility criteria of being a stressed groundwater basin. Additionally, recent groundwater-level declines and historical groundwater quality impairments in Petaluma Valley groundwater basin and historical groundwater-level declines, recent changes in groundwater quality and simulated reductions in groundwater storage in the Santa Rosa Plain sub-basin provide indicators of stressed conditions, which require improved coordinated management and assessment. Completing the proposed project will strengthen the evaluation of stressed conditions conducted by the GSAs through integrating disparate datasets and improving the quality and consistency of the data.

The following sections present basin descriptions and summarize indicators for stressed conditions in the three medium-priority basins. Additionally, reference documents supporting the description of stressed conditions are included as part of this Attachment 2. A list of these documents appears on page 17. For completeness and to comply with requirements of the PSP, abbreviated descriptions of all of Sonoma County's eleven very low priority groundwater basins and sub-basins are also provided in this section. While the three medium-priority basins are the primary focus of this section and of the proposed project, should future basin prioritization changes elevate other basins within Sonoma County to medium or high priority, completion of the proposed project will also provide an existing framework and tool for incorporating other areas.



Figure B-1. Sonoma County Groundwater Basins and Sub-Basins

Sonoma County Medium-Priority Basin Descriptions

Petaluma Valley Groundwater Basin

The 46,000-acre Petaluma Valley Groundwater Basin is located within the larger 93,440-acre Petaluma Valley watershed. In 2014, the Sonoma County Water Agency and City of Petaluma partnered with the U.S. Geological Survey to conduct a three-year groundwater study of the Petaluma Valley, which is currently underway. A Groundwater Management Plan (GMP) has not been developed for the Petaluma Valley.

The main geologic units which form the primary aquifers in the Petaluma Valley are sedimentary deposits of the recent Alluvium, the Wilson Grove Formation, and the Petaluma Formation. Five faults or fault systems are documented within Petaluma Valley which may have an influence on groundwater movement and water quality, including the Tolay fault, the Rodgers Creek fault zone, the Bloomfield fault, the Meacham Hill fault and the Cinnabar School fault. In general, groundwater flows from recharge areas in the mountains surrounding the

Petaluma valley toward the valley axis and in a generally southern direction towards San Pablo Bay.

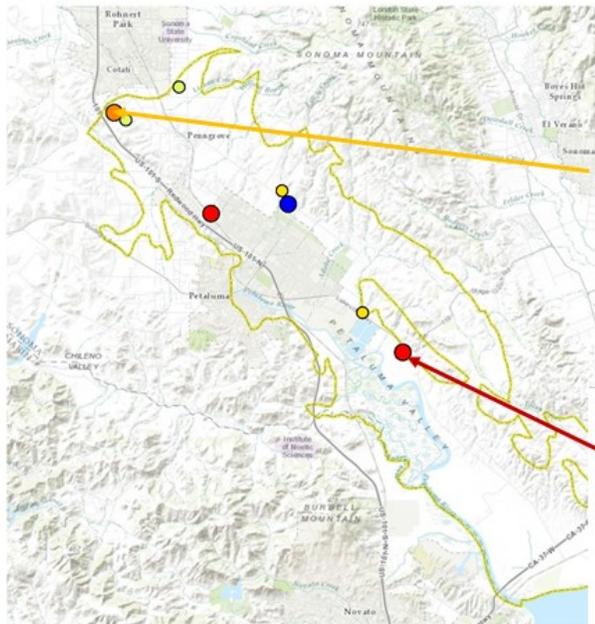
The City of Petaluma currently relies on local groundwater to supplement imported water surface water supplies. Other groundwater users within the Petaluma Valley include rural domestic, agricultural, mutual water companies, and commercial users. Estimates of total groundwater use in Petaluma Valley, along with the water budget are not available, but are being developed as part of the USGS study. DWR in 1982 estimated that total annual recharge to the Petaluma Valley Groundwater Basin averaged approximately 40,000 acre-feet per year.

Indicators of Stressed Basin Conditions

Although data from the ongoing USGS study is not scheduled to be published until 2017, the following recent and historical data provide indicators of stressed conditions within the Petaluma Valley groundwater basin.

- Available groundwater elevation data compiled by the California Department of Water Resources on the Water Data Library (water.ca.gov/waterdatalibrary/) and the Groundwater Information Center (water.ca.gov/groundwater/gwinfo/) are shown on Figure PV-1 and indicate that groundwater level declines are occurring in several monitored wells in the Petaluma Valley, with one well in northern Petaluma Valley experiencing a decline of approximately 40 feet over the past decade.
- Serious nitrate contamination has been documented in the western portion of the Petaluma Valley groundwater basin (DWR, 1982) due to past land use practices. Of 200 wells sampled in 1979, 33 percent had nitrate concentrations greater than the 45-mg/l MCL (DWR, 1982). Figure PV-2 shows the degree and extent of nitrate and coliform contamination as documented by DWR (1982). The more recent magnitude and extent of nitrate in groundwater is currently being assessed by the USGS.
- DWR in 1982 also found that saltwater intrusion from the tidally influenced portion of the Petaluma River affected shallow aquifers prior to 1962, but that there had been no further incursions after that time. They attributed the lack of further saltwater intrusion to substitution of groundwater with surface water (DWR, 1982). However, the risk of saltwater intrusion due to changes in land use and pumping patterns that have occurred since 1982 is unknown and are currently being evaluated through the ongoing USGS study.

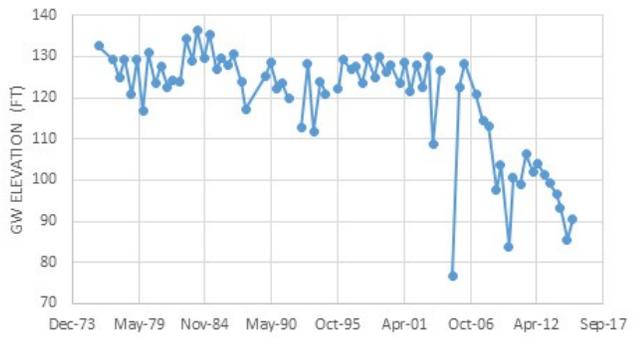
Groundwater Level Changes in Petaluma Valley Groundwater Basin
Spring 2010 to Spring 2015



- 10 to 15 foot decline
- 5 to 10 foot decline
- 0 to 5 foot decline
- 0 to 5 foot increase
- 20 to 25 foot increase

Source: California Department of Water Resources Groundwater Information Center and Water Data Library

Railroad Ave near Poplar



Lakeville Hwy.

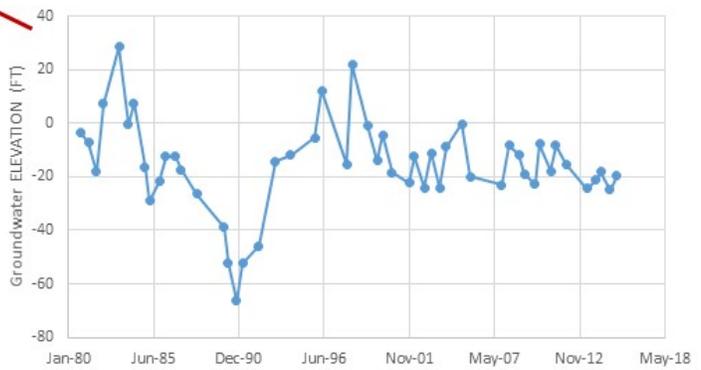


Figure PV-1. Groundwater Level Changes in Petaluma Valley Groundwater Basin

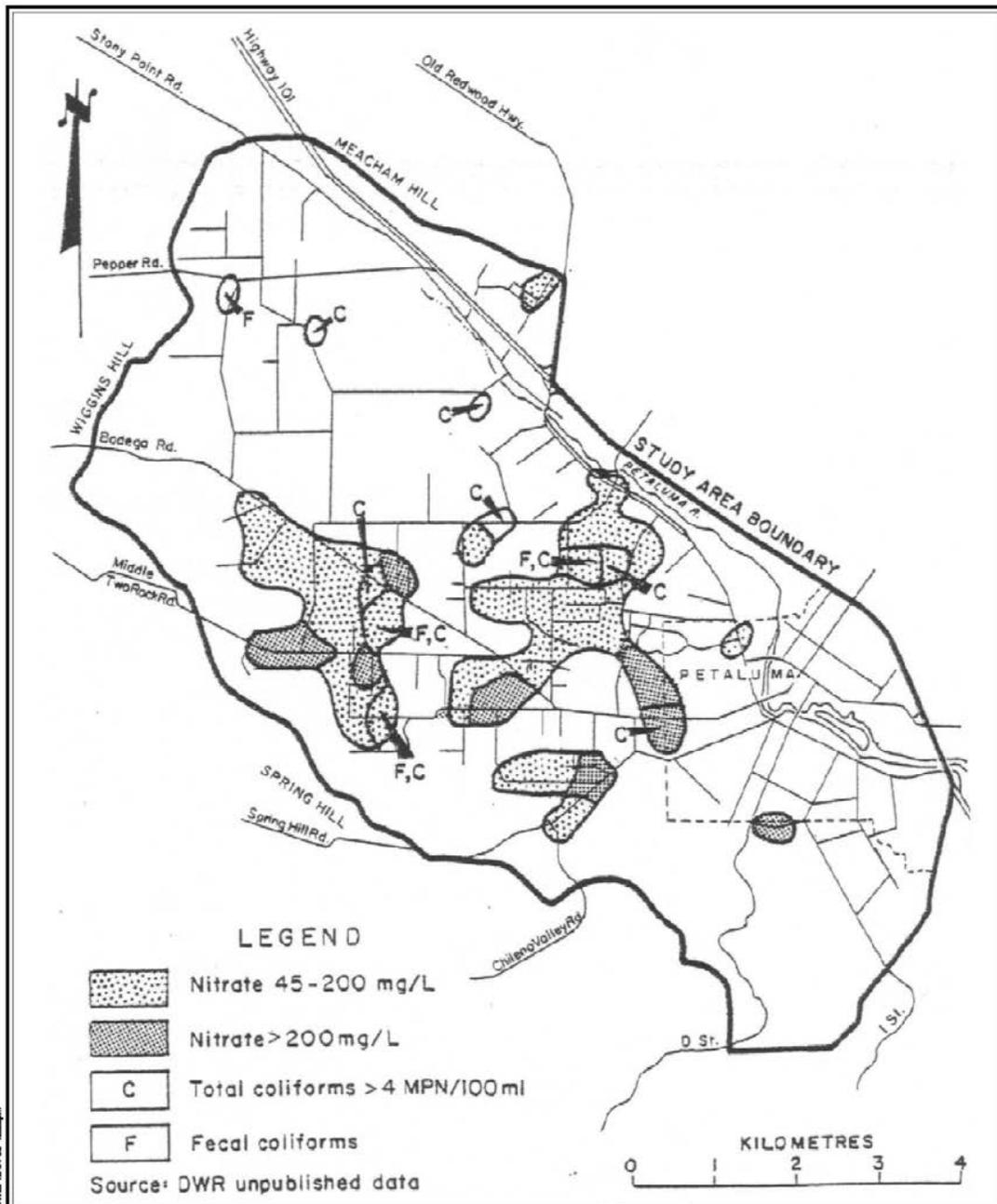


Figure 10

REFERENCE: GEOHYDROLOGY AS APPLIED TO LAND USE PROBLEMS IN THE WEST PETALUMA AREA, SONOMA COUNTY, CALIFORNIA, MASTERS THESIS BY ROBERT S. FORD, CALIFORNIA STATE UNIVERSITY, SACRAMENTO, MAY, 1982.

City of Petaluma
 Groundwater Resource Assessment
 HISTORICAL EXTENT OF NITRATE AND COLIFORM IN THE WEST PETALUMA AREA

WEST
 YOST
 & ASSOCIATES

Figure PV-2. Historical Extent of Nitrate and Coliform in the West Petaluma Valley Area

Santa Rosa Plain Groundwater Sub-Basin

The 78,720-acre Santa Rosa Plain Groundwater Sub-Basin is located within the larger 167,680-acre Santa Rosa Plain watershed (generally corresponding to the Laguna de Santa Rosa and Mark West Creek watersheds). An existing Groundwater Management Plan (GMP) adopted by the Sonoma County Water Agency's Board of Directors in 2014 covers the entire Santa Rosa Plain watershed, including the Rincon Valley groundwater basin, portions of other groundwater basins and sub-basins, and upland areas that are outside of California Department of Water Resources (DWR)-defined groundwater basins and sub-basins.

The four main geologic units which form the primary aquifers in the Santa Rosa Plain are sedimentary deposits of the Alluvium and Glen Ellen Formation, the Wilson Grove Formation, the Petaluma Formation, and the Sonoma Volcanics. The Santa Rosa Plain is divided by northwest trending faults, which may serve as groundwater barriers, and also offset the rock units. Groundwater generally flows from the recharge areas (e.g., highlands to the east and west of the basin) toward discharge areas (primarily the Laguna de Santa Rosa). Groundwater is removed from the Santa Rosa Plain through wells and as both subsurface outflow and groundwater discharge to the Laguna de Santa Rosa.

Water supply in the Santa Rosa Plain is met by combinations of deliveries of water by the Water Agency from the Russian River (for municipal water supplies) and ground water from water wells (for rural residential, agricultural irrigation, and a portion of municipal water supplies). Based on recent analysis of water demands, the total amount of groundwater used in the Santa Rosa Plain between 2004 and 2010 was estimated to be approximately 42,000 acre-feet, with approximately 80% representing rural domestic and agricultural uses.

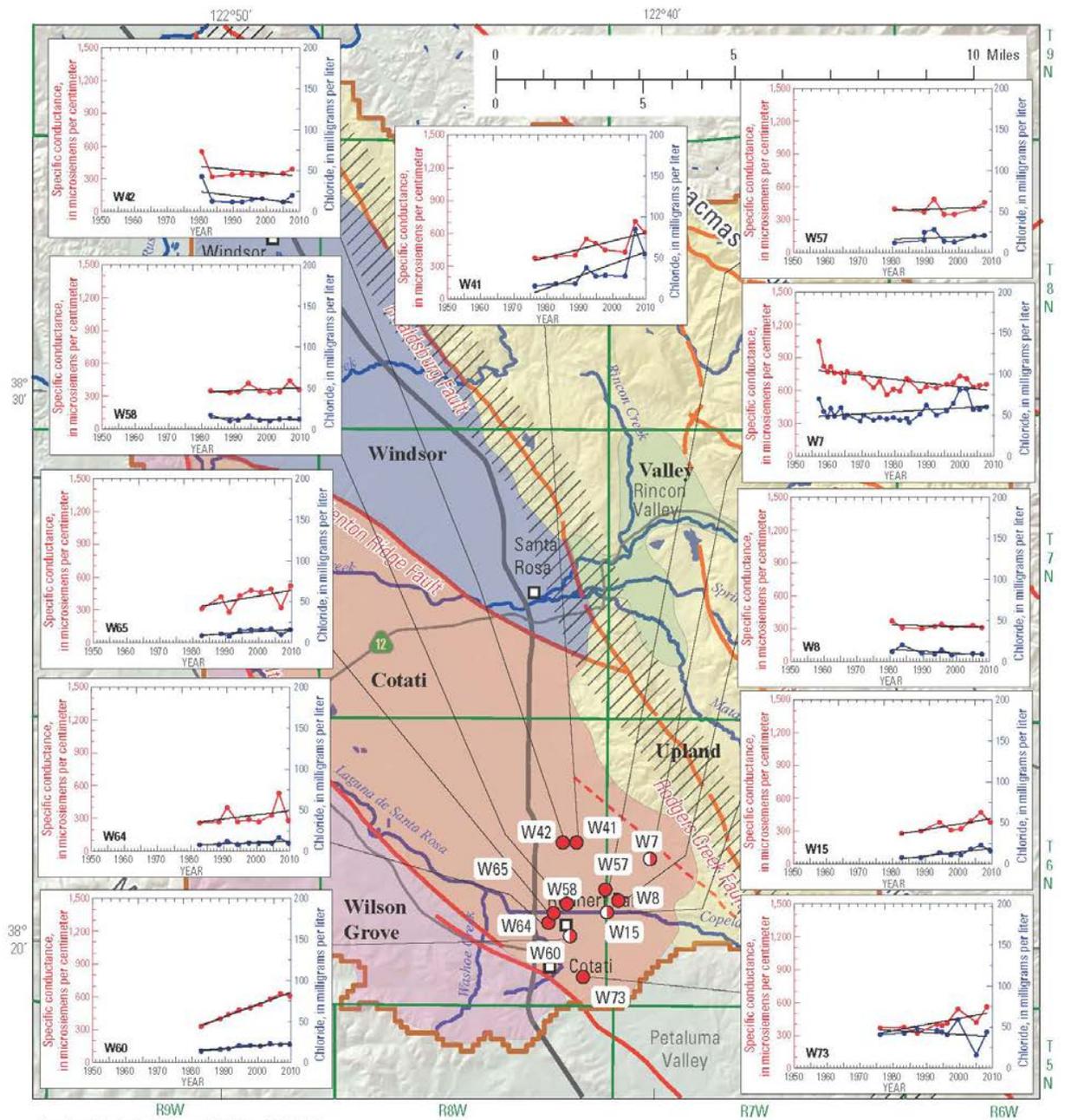
The water budget for the Santa Rosa Plain (amount and sources of water entering versus the amounts and sources of water exiting) has been estimated using a computer model of groundwater flow (USGS, 2014). The results indicate that more water is exiting through a combination of groundwater pumping and natural outflows than is entering, resulting in an average annual loss of groundwater storage of approximately 3,300 AFY.

Indicators of Stressed Basin Conditions

- Groundwater levels in intermediate and deeper wells in southern Santa Rosa Plain exhibit seasonal fluctuations and a decline in groundwater levels in the late 1970s and 1980s. The declines reached a maximum in the early 1990s (ranging over 100 feet in areas), followed by recovery in the early 2000s. The recovered groundwater levels coincide with increased conservation, reduced groundwater pumping and increased deliveries of Russian River supplies from the Water Agency to the City of Rohnert Park (see pages 2-31 through 2-34 of the GMP for the Santa Rosa Plain [Sonoma County Water Agency, 2014b]) .
- While concentrations of chloride and specific conductance are predominantly well below secondary drinking water standards in the Santa Rosa Plain, concentrations of these two constituents appear to be increasing with time in southern portions of the Santa Rosa Plain (Figure SRP-1). Nearly three-quarters of the 33 wells with water quality records spanning 20

years or more had increased specific conductance over time, and about half of those wells also showed increases of more than 10 percent since first being sampled (see page 140 of USGS, 2013). The area where these increases have occurred coincide with the areas where historical groundwater-level declines have occurred.

- The simulated groundwater budget for average conditions between 2004-2010 indicate that pumpage increased by about 18 percent over the long-term average and about 45 percent more groundwater was removed from storage (-4,800 afy) than the long-term average results (see pages 157 to 159 of USGS, 2014). As groundwater pumping increased, the total cumulative storage loss reached approximately 120,000 acre-feet between 1976 and 2010, as indicated in Figure SRP-2). A continued trend of groundwater storage loss can lower groundwater levels, reduce streamflows, and adversely impact riparian habitats and ecosystems



Base from U.S. Geological Survey digital data, 1:1,000,000, downloaded 2003 State Plane Projection, Figzone 402. Shaded relief base from 1:250,000 scale Digital Elevation Model; sun illumination from northwest at 30 degrees above horizon.

EXPLANATION

- | | | | |
|--|--|--|---|
| <p>Groundwater storage units</p> <ul style="list-style-type: none"> Cotati Basin Valley Windsor Basin Wilson Grove Upland | <ul style="list-style-type: none"> Rodgers Creek Fault Zone Inferred fault | <p>Well perforated interval</p> <ul style="list-style-type: none"> Mixed Deep (greater than 150' below land surface datum) | <ul style="list-style-type: none"> Specific conductance in microsiemens per centimeter Chloride in milligrams per liter Trend line |
|--|--|--|---|

Figure SRP-1. Concentrations of Chloride and Specific Conductance in Santa Rosa Plain Basin

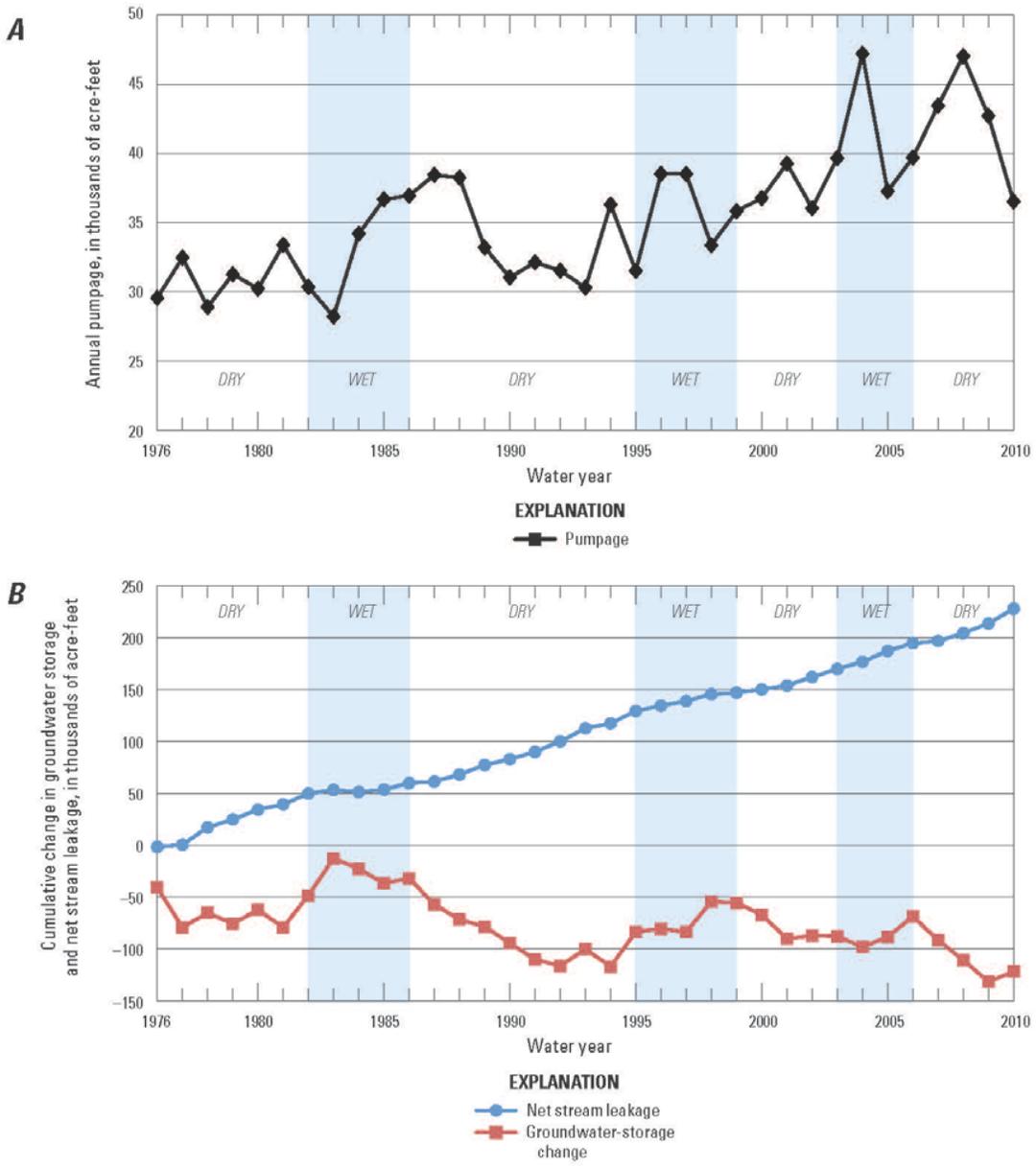


Figure SRP-2. Santa Rosa Plain Basin Cumulative Storage Loss: 1976 – 2010

Sonoma Valley Groundwater Sub-basin

The 44,700-acre Sonoma Valley Groundwater Sub-basin is located within the larger 106,680-acre Sonoma Creek watershed. An existing Groundwater Management Plan (GMP) adopted by the Water Agency's Board of Directors in 2007 covers the entire Sonoma Creek watershed, including the southern half of the Kenwood groundwater basin and upland areas that are outside of California Department of Water Resources (DWR)-defined groundwater basins.

The four main geologic units which form the primary aquifers in the Sonoma Valley are sedimentary deposits of the Alluvium, the Glen Ellen Formation, and the Huichica Formation and volcanic units of the Sonoma Volcanics. In general, groundwater flows from recharge areas in the mountains and uplands surrounding the Sonoma Valley toward the valley axis and in a generally southern direction towards San Pablo Bay. Several faults have been mapped in these mountains and one northwest-striking fault has been mapped along the eastside of the valley floor. This fault, referred to as the Eastside Fault, may act as a hydrologic barrier to horizontal groundwater flow conduit for the upward circulation of deeper thermal waters in the Sonoma area, and may restrict groundwater flow (USGS, 2006 and Sonoma County Water Agency, 2014a)). Groundwater in Sonoma Valley is obtained from wells within both shallow (generally less than 200 feet deep) and deeper aquifers (generally greater than 200 feet deep).

Based on recent analysis of water demands, the total amount of groundwater used in Sonoma Valley for 2012 was estimated to be approximately 10,500 acre-feet and represents nearly 60% of the total water use (Sonoma County Water Agency, 2014a). The majority of groundwater produced in Sonoma Valley is estimated to be used for agricultural irrigation (52%) and rural residential demands (29%).

Indicators of Stressed Basin Conditions

- Groundwater level declines within deep-zone, confined aquifers, primarily in the southwestern and southeastern Sonoma Valley, have persisted for the last decade or more and appear to be expanding (see pages 3-23 through 3-28 of Sonoma County Water Agency 2014a). Groundwater levels in many wells in these two areas are declining at rates of several feet per year and have locally fallen below sea level, as indicated in Figure SV-1 and SV-2.
- While groundwater quality within the Sonoma Valley is generally good, brackish groundwater present beneath the southernmost Sonoma Valley has historically affected water wells located in this area and represents a threat to groundwater resources as groundwater declines continue to persist. Specific conductance data were collected by USGS in a 2006 study and results were interpreted to suggest that salinity is increasing in a northerly and easterly direction, and this trend may be a result of pumping and lowering of hydraulic heads to the north of Highway 121 (see pages 62 through 67 of USGS, 2006). In the southern end of the valley, elevated TDS levels are measured in wells adjacent to and

within an area where groundwater levels have dropped below sea level, as also shown in Figure SV-1.

- The water budget estimated using a groundwater flow model suggests that more water is going out of the groundwater basin than is coming in, with average annual loss of storage in the basins of 1,400 AF, and total cumulative storage loss in the basin of 44,800 AF for the period 1975 to 2006 (see pages 3-52 through 3-57 of Sonoma County Water Agency, 2014a). The simulated storage loss in the groundwater basin is also evidenced by the measured groundwater level declines, as described above.
- Groundwater within shallow aquifers of Sonoma Valley also supports streamflows in Sonoma Creek and its tributaries. Since the majority of the reaches of Sonoma Creek and tributaries are gaining water and flows from groundwater, it is important that groundwater levels in the shallow aquifer be maintained to sustain streamflows. Sustaining such streamflows contributes to maintaining healthy riparian habitat and aquatic ecosystems. The proportion of baseflow to total streamflow, estimated at approximately 50% at the Agua Caliente bridge on Sonoma Creek was relatively higher during historic dry water years (e.g., 1957, 1972, 1976 and 1977) in comparison with more recent dry years. This indicates that, historically, groundwater levels were maintained higher in shallow aquifers and provided a larger component of baseflow in comparison with more recent years (see pages 3-7 to 3-10 of Sonoma County Water Agency, 2014a).
- Subsidence monitoring has not been conducted on a systematic basis in Sonoma Valley. However, data from a Plate Boundary Observatory (PBO) continuous GPS Stations located in southern Sonoma Valley (which exhibited an overall decrease in elevation between 1 to 2.5 inches between 2006 and 2014), were evaluated by DWR to indicate that Sonoma Valley exhibits a relatively high potential to experience subsidence in the future, as shown in Figure SV-3 (DWR, 2014). Based on the long-term trend of declining groundwater-levels in southern Sonoma Valley and the presence of thick sequences of clay in the subsurface of southern Sonoma Valley (Sonoma County Water Agency, 2014a), continued subsidence is considered a risk in southern Sonoma Valley.

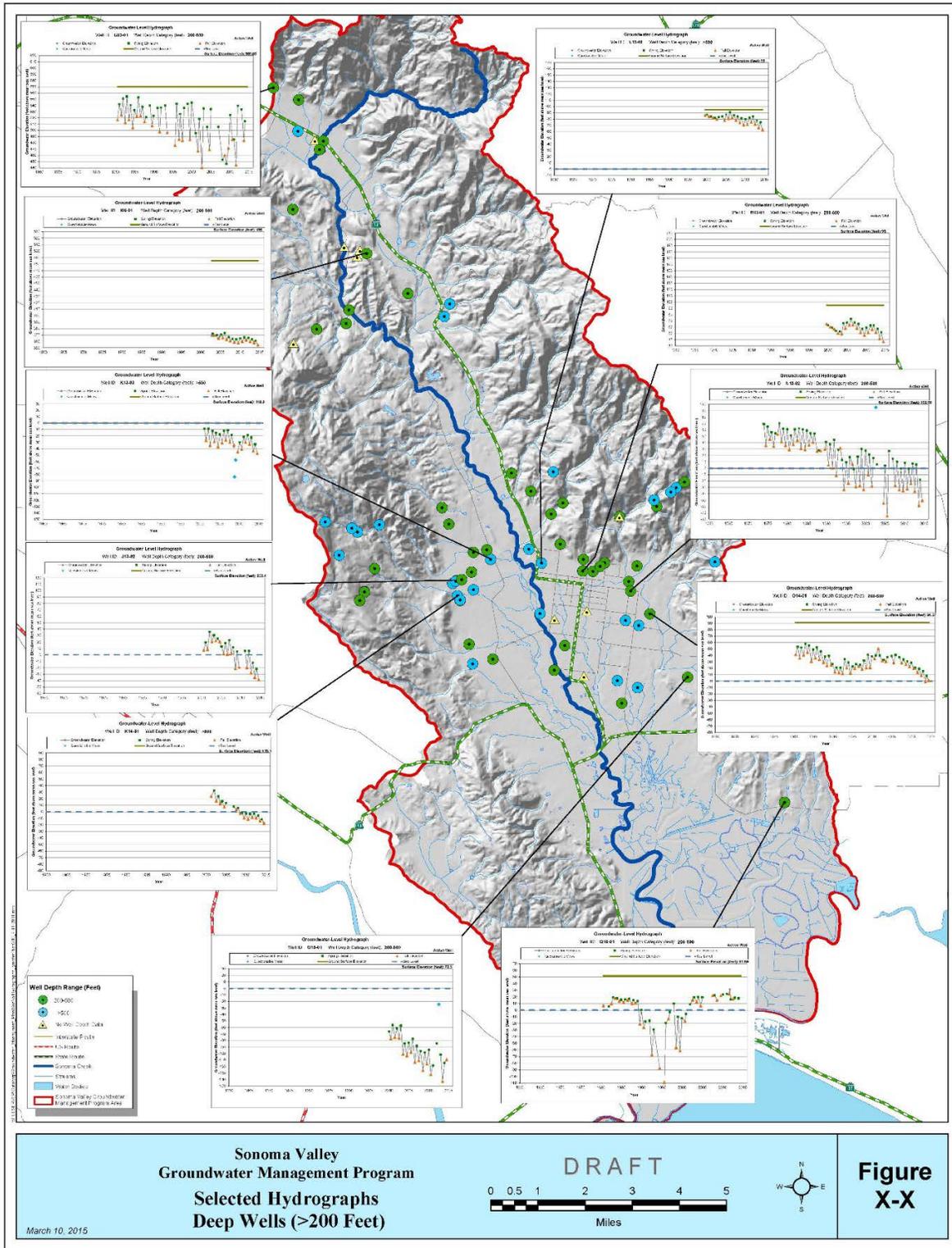


Figure SV-1. Selected Hydrographs – Deep Wells (>200 feet) in Sonoma Valley

NOTE: A PDF copy of this figure is included as Att2_SGWP2015CO_Conditions_5of5

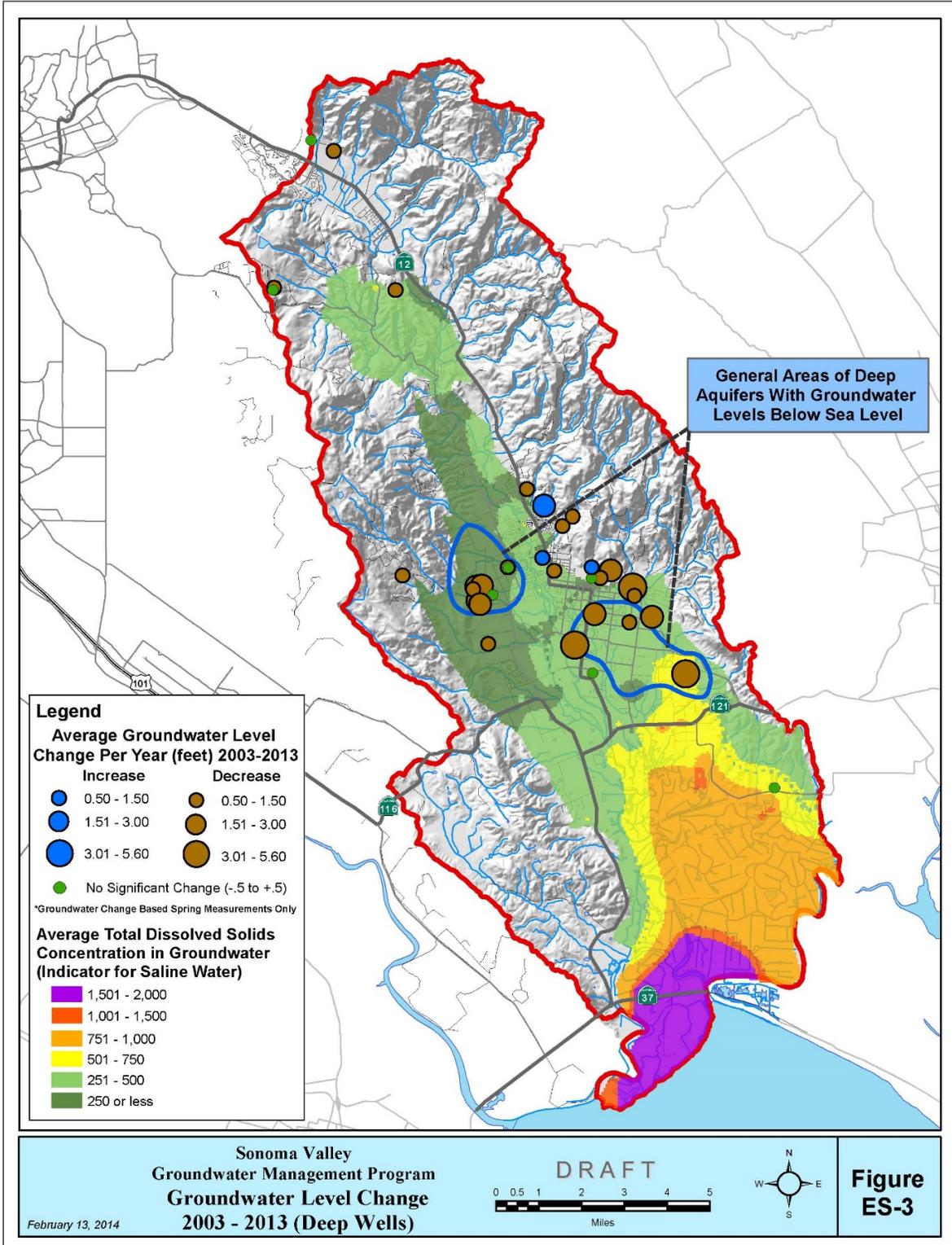


Figure SV-2. Sonoma Valley Groundwater Level Change 2003 – 2013 (Deep Wells)

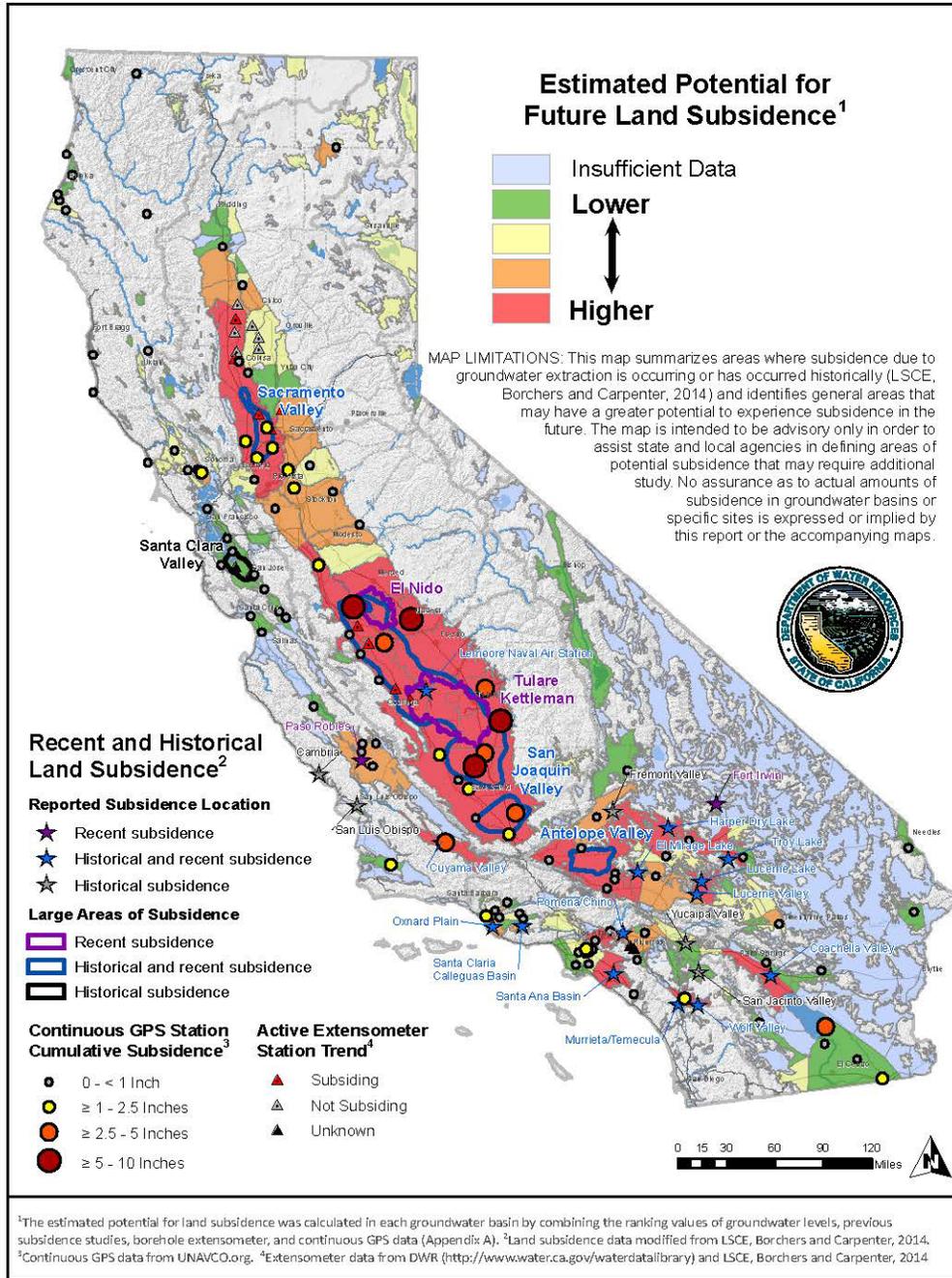


Figure SV-3. Summary of Recent, Historical, and Estimated Potential for Future Land Subsidence in California

Sonoma County Very Low-Priority Basin Abbreviated Descriptions

Alexander Valley Groundwater Basin (Alexander Area and Cloverdale Area Sub-basins)

The Alexander Valley Groundwater Basin occupies approximately 31,000 acres that are drained by the Russian River within a structural controlled valley in northern Sonoma County. The Alexander Valley Groundwater Basin includes both the Cloverdale Area Sub-basin in the north and the Alexander Area Sub-basin in the south, which are hydraulically connected through thin deposits of alluvial materials beneath the Russian River.

Annapolis Ohlson Ranch Formation Groundwater Basin

The Annapolis Ohlson Ranch Formation Groundwater Basin occupies approximately 8,500 acres within the rugged terrain of the Gualala River watershed in Mendocino Range of northwestern Sonoma County. The Annapolis Ohlson Ranch Formation Groundwater Basin is comprised of the discontinuous mapped occurrence of the Ohlson Ranch Formation, which is a Pliocene-aged marine sedimentary deposit perched atop bedrock of the Coastal Belt of the Franciscan Complex.

Bodega Bay Area Groundwater Basin

The Bodega Bay Area Groundwater Basin occupies approximately 2,500 acres surrounding Bodega Bay along the southwestern Sonoma County coast. The Bodega Bay Area Groundwater Basin is defined by the areal extent of Quaternary alluvium, sand dunes and terrace deposits. The groundwater basin is bounded on the east by bedrock of the Franciscan Complex and by the Pacific Ocean on the west. The San Andreas Fault Zone trends northwest through Bodega Bay.

Fort Ross Terrace Deposits Groundwater Basin

The Fort Ross Terrace Deposits Groundwater Basin occupies approximately 8,500 discontinuous acres along the western Sonoma County and Mendocino County coasts. The following description addresses the approximately 5,800 acres which are located within Sonoma County. The Fort Ross Terrace Deposits Groundwater Basin is defined by the areal extent of uplifted Quaternary marine terrace deposits extending discontinuously along approximately 54 miles of coast. The groundwater basin is situated along and over the northwest-trending San Andreas Fault Zone and the terrace deposits are underlain and bounded by bedrock of the Franciscan Complex (east of the fault zone) and the Gualala block (west of the fault zone).

Kenwood Valley Groundwater Basin

The Kenwood Valley groundwater basin is relatively small, approximately 7 miles long and 1 ½ miles wide. The southern portion of the Kenwood Valley groundwater basin is located within the Sonoma Creek Watershed and the northern portion is located within the Laguna de Santa Rosa Watershed. Ground surface elevations within the groundwater basin range from

approximately 500 feet at the watershed divide near Pythian Road south of Oakmont and decrease to a low of 420 feet at the basin's southern end and 350 feet at its northern end.

Knights Valley Groundwater Basin

The Knights Valley Groundwater Basin occupies approximately 4,100 acres within the Mayacama Range of northeastern Sonoma County. The Knights Valley Groundwater Basin is an approximately 6-mile long by 1-mile wide alluvial basin bounded and underlain by rocks of the Franciscan Complex and Sonoma Volcanics.

Lower Russian River Valley Groundwater Basin

The Lower Russian River Valley Groundwater Basin occupies approximately 6,600 acres within the narrow and meandering valley drained by the Russian River in west-central Sonoma County. The Lower Russian River Valley is defined by the areal extent of Quaternary alluvium that ranges in width from 0.1 to 0.5 miles and is bounded by bedrock of the Franciscan Complex along approximately 23 miles of the Russian River extending from near Mirabel Heights to the river mouth at Jenner.

Healdsburg Area Groundwater Sub-basin

The Healdsburg Area Sub-basin comprises approximately 15,400 acres and encompasses Dry Creek Valley and portions of the middle reach of the Russian River Valley. In the Dry Creek Valley, the sub-basin is defined by the areal extent of Quaternary alluvium and Glen Ellen Formation and is bounded by bedrock of the Franciscan Complex and Great Valley Sequence. Along the middle reach of the Russian River Valley, the sub-basin is defined by the areal extent of the Quaternary alluvium and terrace deposits and is bounded to the west by bedrock of the Franciscan Complex and to the east by deposits of the Glen Ellen Formation where the sub-basin adjoins the Santa Rosa Plain Groundwater Sub-basin.

Rincon Valley Groundwater Sub-basin

The Rincon Valley Groundwater Sub-basin occupies approximately 5,500 acres within a northwesterly trending structural trough located between the Sonoma and Maacamas Mountains in central Sonoma County. The sub-basin adjoins the Kenwood Valley Groundwater Basin to the southeast and the Santa Rosa Plain Groundwater Sub-basin to the southwest and is otherwise roughly bounded to the east and west by the Mayacama/Bennett Valley and Rodgers Creek Fault Zones, respectively. The sub-basin is defined by the areal extent of the Quaternary alluvium and Glen Ellen Formation, which form the primary water-bearing units in the sub-basin. In the southeast portions of the Rincon Valley confined conditions exist and flowing wells have historically occurred.

Wilson Grove Formation Highlands Groundwater Basin

The Wilson Grove Formation Highlands Groundwater Basin occupies approximately 65,000 acres within an upland area between the Santa Rosa Plain and the Pacific Ocean in southwestern Sonoma County and northwestern Marin County. The extent of the groundwater basin is defined by the mapped surface exposure of the Wilson Grove Formation (previously described as the Merced Formation), which is bounded on the north and south by rugged coastal mountains comprised of bedrock of the Franciscan Complex, to the west by the San Andreas Fault and the Pacific Ocean and the east by the Santa Rosa Plain. The eastern boundary generally follows the Laguna de Santa Rosa and mapped trace of the Sebastopol Fault.

List of Reference Documents Supplied

1. California Department of Water Resources, 1982, *Evaluation of Ground Water Resources, Sonoma County, Volume 3: Petaluma Valley*, Bulletin 118-4.
2. California Department of Water Resources, 2014, *Summary of Recent, Historical, and Estimated Potential for Future Land Subsidence in California*.
3. US Geological Survey (USGS) 2006, *Geohydrologic Characterization, Water-Chemistry, and Ground-Water Flow Simulation Model of the Sonoma Valley Area, Sonoma County, California*; USGS Scientific Investigations Report 2006-5092.
4. Sonoma County Water Agency, 2014a, *Sonoma Valley Groundwater Management Program, Five-Year Review and Update*.
5. Sonoma County Water Agency, 2014b, *Santa Rosa Plain Watershed Groundwater Management Plan*.
6. USGS, 2013, *Hydrogeologic and Geochemical Characterization of the Santa Rosa Plain Watershed, Sonoma County, California*: U.S. Geological Survey Scientific Investigations Report 2013-5118, 199 p a
7. USGS 2014 *Simulation of Groundwater and Surface-Water Resources of the Santa Rosa Plain Watershed, Sonoma County, California*: U.S. Geological Survey Scientific Investigations Report 2014-5052, 258 p

Attachment 3: Work Plan

Project Summary

The proposed project is to develop a data management system (DMS) to store and analyze groundwater data, such as groundwater levels, groundwater quality, pumping and well test data, streamflow data and well construction data to facilitate implementation of SGMA and the sustainable management of groundwater resources in Sonoma County. Historically, local agencies have maintained a varying range of groundwater-related data in a wide variety of formats, including electronic and paper formats. In order for future Groundwater Sustainability Agencies in Sonoma County to comply with SGMA requirements and address existing stressed conditions, it is essential to develop a single data management and analysis tool capable of storing and analyzing groundwater data and other hydrologic data from multiple sources.

The DMS will be designed to allow for sharing by project partners and future Groundwater Sustainability Agencies thus fostering coordination of GSA-activities across basin boundaries within the County. Development of a public portal will also facilitate providing information to private well owners and the general public on local groundwater conditions, which is consistent with the Principles for Developing Governance Options endorsed by the boards and councils of the GSA-eligible agencies (described in Agenda Summary Report for October 13, 2015 Sonoma County Board of Supervisors meeting). Additionally, development of the data management system can have future applicability in managing groundwater resources in other areas of Sonoma County that are not currently subject to SGMA, but may experience groundwater issues or be elevated to medium or high priority in the future. The DMS will strengthen the evaluation of stressed conditions conducted by the GSAs through integrating disparate datasets, increasing metadata input, and improving the quality and consistency of the data.

Project Goals and Objectives

The goals of the proposed project are to:

- Develop and maintain a comprehensive database of groundwater information for Sonoma County groundwater basins that are subject to SGMA. This information will encompass the foundational data needed to characterize groundwater conditions, identify potential undesirable results, and develop recommended actions for achieving groundwater sustainability.
- Provide an efficient and secure mechanism for sharing groundwater data with stakeholders and the general public.
- Foster further coordination and collaboration among local GSA-eligible agencies to facilitate the successful preparation and implementation of future GSPs that address stressed conditions and undesirable results.

In support of these goals, the objectives of the project are to:

- Develop a comprehensive inventory of existing relevant data.
- Develop a flexible and robust data management system that synthesizes existing datasets, coordinates the management and integration of future acquired data and provides reporting and analysis tools to the GSAs and other local stakeholders needed to address the identified stressed conditions and facilitate sustainable groundwater management.
- Develop a public data portal and associated user interface to support the dissemination of groundwater and other hydrologic data to the public.

Scope of Work

Project partners, including the County of Sonoma, Sonoma County Water Agency, City of Petaluma, City of Santa Rosa, City of Cotati, and Valley of the Moon Water District, and other local stakeholders, are actively engaged in the development of Groundwater Management Plans, and implementation of the California Statewide Groundwater Elevation Monitoring (CASGEM) Program and the Sustainable Groundwater Management Act (SGMA), including formation of GSA's and production of GSPs.

The proposed project will develop a flexible and robust groundwater data management system that is capable of synthesizing existing data, coordinating the management of future acquired data and providing useful information to the GSAs, local stakeholders and the public that will facilitate sustainable groundwater management.

The County will provide Geographic Information Systems files, land use data, well permitting data, and other data related to water wells, groundwater use, and groundwater basins and sub-basins. Project partners will contribute groundwater data they have. Sonoma County Water Agency with expertise in water and groundwater resources will be responsible for overseeing the design and development of the groundwater Data Management System (DMS). All partners will be integral in developing the user interface and Public Data Portal.

Other local GSA-eligible agencies, including City of Sonoma, City of Cotati, Town of Windsor, City of Rohnert Park, City of Sebastopol and the North Bay Water District have also pledged support for the project and have committed either verbally or in writing to provide in kind services and coordinate in implementing the project, even if such in kind services are not quantified and counted as cost share.

The scope of work for the proposed project will be to develop a web-based data management system (DMS) for storing, retrieving, displaying, analyzing, exporting and reporting groundwater data. The DMS will allow multiple levels of authorization for access to data, including administrative, user and public access. The proposed scope of work builds upon successful existing groundwater planning initiatives in Sonoma County, including cooperative groundwater study programs performed by the USGS in the Petaluma Valley, Santa Rosa Plain and Sonoma Valley, cooperative groundwater management programs in the Santa Rosa Plain and Sonoma Valley, and draws from other regional water management initiatives, including a recent scoping study for the development of an information system for the Russian River Watershed (Kennedy Jenks, 2015).

Prior to execution of a grant agreement, a qualified Consultant will be selected through a competitive selection process and engaged to lead this effort. The following tasks will be conducted to complete the scope of work and accomplish the project objectives:

- Task 1 - Evaluate Available Data Sources and Select DMS Platform (30% complete)
- Task 2 - Develop DMS Structure (0% complete)
- Task 3 - Populate DMS with Existing Data (0% complete)
- Task 4 - Develop Public Data Portal (0% complete)
- Task 5 - Project Management (0% complete)

Throughout the project, the development of the DMS will be coordinated with input from staff of the GSA-eligible agencies and other local stakeholders. This will help ensure that: (1) all relevant available data sources are identified; (2) the DMS structure and Public Data Portal, including data accessibility, security, and analysis reporting functions meet the needs of local stakeholders; and (3) the DMS will remain effective in receiving data in the future from various sources. To accomplish this, technical workgroup meetings and public webinars will be conducted at key points as described below in Tasks 1 through 4.

Task 1 - Evaluate Available Data Sources and Select DMS Platform

The objectives of this task are to inventory and evaluate available data sources and existing databases maintained by the project partners and other entities engaged in groundwater initiatives in Sonoma County (e.g., DWR, USGS, and others) and recommend an appropriate DMS platform. Historically, local agencies have maintained a varying range of groundwater-related data in a wide variety of formats, including electronic and paper formats. Completion of this task will result in an inventory of existing available data sources needed to adequately prepare GSPs. Examples of data sources and databases that are existing or currently being compiled include:

- Groundwater-level data collected by numerous entities and compiled by the Sonoma County Water Agency for the existing Groundwater Management Programs and CASGEM compliance in the Santa Rosa Plain and Sonoma Valley maintained in a Microsoft Access Database.
- Groundwater-level data reported to and compiled by the Permit Resource Management Department.
- Groundwater-level data collected by the City of Petaluma for CASGEM compliance.
- Lithologic, well construction data, aquifer test data compiled: (1) by the USGS for the Santa Rosa Plain and Petaluma Valley and (2) by the Water Agency for Sonoma Valley.
- Groundwater quality and extraction data maintained by the California State Water Resources Control Board Division of Drinking Water (DDW).
- Geographic Information System (GIS) databases developed by the USGS in support of groundwater basin studies in the Petaluma Valley, Santa Rosa Plain and Sonoma Valley.
- Streamflow data collected and compiled by various entities, including City of Petaluma, Sonoma Ecology Center, and the Center for Ecosystem Management and Restoration.

Examples of real-time data available from existing web-based published interfaces:

- Streamflow data collected and reported by the USGS.
- Land surface elevation data recorded by continuous Plate Boundary Observatory Global Positioning System (PBO GPS) stations.

To accomplish the objectives of Task 1, the proposed scope will include:

- Issuing a request for proposal (RFP), selecting and contracting with a consultant to design and implement the DMS.
- Developing an inventory of the applicable data.
- Evaluating the above-described data in order to determine data requirements for the DMS, including identification of types and sources of data to be managed; frequency, period of record and methods of data collection; verification and quality assurance process; collection and organization of the historical data; applicable standards.
- Recommending an appropriate DMS platform based on the identified data requirements and overall project objectives. Criteria that will be considered in selecting the DMS platform will include technical robustness, capability to integrate with other existing applications currently used by local stakeholders, scalability and ability to incorporate new data sources, metadata management, familiarity of users, ease of use and cost. Additionally, the selected DMS should streamline the acquisition of relevant data, integrate with other local initiatives (e.g., Salt and Nutrient Management Plans, surface water and groundwater modeling efforts, land use permitting), and make appropriate data and reports available in a useful format to authorized end users.
- One technical workgroup meeting comprising staff of GSA-eligible agencies will be held to review existing data sources and discuss data requirements.
- One publically-accessible webinar will be held to describe the overall project, review existing data sources and solicit input from local stakeholders on any other potential data sources and proposed overall approach for the DMS and Public Data Portal.

It is estimated that this task is approximately 30% complete, as existing programs and initiatives have begun to integrate and compile relevant data, including CASGEM reporting, USGS groundwater basin studies, and existing groundwater management programs.

Deliverables for Task 1:

- Copy of executed agreement with selected consultant.
- Agendas and meeting summaries from the technical workgroup meeting and public webinar.
- Technical Memorandum providing an inventory of existing data sources, documenting the proposed data requirements for the DMS, and recommended DMS platform.

Task 2 - Develop DMS Structure

The objectives of this task are to develop the DMS structure, including data acquisition components, data storage components, data analysis/reporting components, and schema. Completion of this task will provide a framework for the DMS structure and data output that will result in strengthening the accessibility, consistency and quality of data needed to characterize groundwater conditions, evaluate potential undesirable results, and develop recommended actions for achieving groundwater sustainability.

To accomplish the objectives of Task 2, the proposed scope will include:

- Develop data acquisition components, including:

- Data loading tools for manual data entry, transformation of data from existing databases, data loading agents that acquire data from existing web-based published interfaces (e.g., groundwater-level data from DWR's Water Data Library, streamflow data from the USGS Streamflow Data), GIS dataset management, and a time series data module.
- Create database schema that promotes data consistency and quality. This may include metadata such as data sources, measurement type, conditions and quality, and post-auditing.
- Protocols for data loading and transformation that identify applicable levels of access and user responsibilities, data formatting requirements, schematic for mapping data to appropriate fields, quality control checks, and data security mechanisms.
- Develop appropriate data storage components, including:
 - Geospatial data (e.g., lithology, aquifer properties, fault zones, well construction information, land use, soil classifications, streamflow gauges, weather stations)
 - Time series data (e.g., groundwater level measurements, streamflows, groundwater quality, groundwater extraction, precipitation, evapotranspiration)
- Develop data analysis/reporting components, including:
 - A web portal with a GIS-centric user interface for serving and displaying information.
 - Multiple layers of user and agency access based on defined data access and security protocols.
 - Customized analytical and reporting tools for generating time series graphs, geospatial distribution maps, streamflow hydrographs and groundwater-level contour maps to support the GSA's decision making process.
 - Data extraction tools that allow for the user to extract data in specified formats compatible with specific needs, such as creating input data sets for groundwater models or reporting of data for other programs, such as CASGEM or SNMPs.
- One technical workgroup meeting comprising staff of GSA-eligible agencies will be held to review the DMS structure and seek input on data analysis/reporting components.

The scope will be refined through information provided by stakeholders regarding specific needs for data security, analysis, and visualization and reporting tools.

Deliverables for Task 2:

- Agenda and meeting summary from the technical workgroup meeting.
- Technical Memorandum documenting the DMS structure, including protocols for loading and transforming data and data analysis/reporting tools.

Task 3 – Populate DMS with Existing Data

The objective of this task is to populate the DMS with existing available data sources. Completion of this task will provide the GSAs with integrated datasets that will allow for the evaluation of hydrogeologic conditions and improved understanding of stressed conditions, such as areas experiencing groundwater-level declines or other undesirable results.

To accomplish the objective of Task 3, the proposed scope will include:

- Manual data entry from data maintained in paper or scanned files, such as historical groundwater extraction and quality data maintained by PRMD or the DDW.
- Transformation of data from existing spreadsheet or geo-referenced databases to the DMS, such as groundwater level data maintained by local agencies or lithologic and well construction datasets developed by the USGS.
- Initiating automated acquisition of data from web-based published sources, such as groundwater-level data from DWR's Water Data Library, streamflow data from the USGS Streamflow Data, etc.
- Create data input portal that will be used by GSAs and other local stakeholders in the ongoing implementation of SGMA.
- One training session for staff of GSA-eligible agencies on use and functions of the DMS.

Deliverables for Task 3:

- Agenda, training material, and list of attendees from training session.

Task 4 – Develop Public Data Portal

The objective of this task is to develop a web-based public data portal that would provide members of the public, including private well owners, access to non-confidential groundwater data and other hydrologic data managed by the GSA's. Completion of this task will facilitate the dissemination of groundwater and hydrologic information to the public, including rural private well owners, who constitute a significant portion of the groundwater uses and represent critical stakeholders for groundwater management in Sonoma County. The public data portal will also assist in displaying areas where groundwater issues may be present and can help convey the importance of implementing actions (e.g., water conservation, enhanced recharge, groundwater ordinances) to the local stakeholders.

To accomplish the objective of Task 4, the proposed scope will include:

- Selection of data appropriate for including in the Public Data Portal (e.g., hydrologic data, groundwater level data, water quality data).
- Development of protocols to protect confidential or secure data.
- Incorporation of data reporting tools developed in Task 2 appropriate for the Public Data Portal.
- One technical workgroup meeting comprising staff of GSA-eligible agencies will be held to review selected output from Task 3 and discuss appropriate content and structure for the Public Data Portal.
- Publish Public Data Portal to the Web.
- One publically-accessible webinar to provide training to interested members of the public on accessing and using the Public Data Portal.

Deliverables for Task 4:

- Agendas and meeting summaries from the technical workgroup meeting and public webinar.

Task 5 –Grant Administration

The objective of this task is to ensure compliance with all terms, provisions, conditions, and written commitments of the grant agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by Grantee in the application, documents, amendments, and communications filed in support of its request for Water Quality, Supply, and Infrastructure Improvement Act of 2014 financing.

To accomplish the objective of Task 5, the proposed scope will include:

- Administration of contracts with DWR and any consultants needed for the project.
- Project management meetings at key milestones to discuss the project status, budget and schedule.
- Preparation of progress reports and invoices and evidentiary materials submitted to DWR's GRanTS system and in hard copy, as directed in the grant agreement

Deliverables for Task 5:

- Quarterly Progress Reports
- Project invoices with evidentiary materials
- Grant Completion Report
- Water Management Status Report

Attachment 4: Budget -

Table 4 – Project Budget

Project Title: Sonoma County Sustainable Groundwater Data Management System

Tasks ¹		(a)	(b)	(c)	(d)
		Requested Grant Amount	Local Cost Share: Non-State Fund Source ²	Other Cost Share	Total Cost
(a)	Task 1 Evaluate Available Data Sources and Select DMS Platform	\$ 40,000	\$ 194,100		\$ 234,100
(b)	Task 2 Develop DMS Structure	\$ 140,000			\$ 160,000
(c)	Task 3 Populate DMS with Existing Data	\$ 40,000	\$ 140,000		\$ 180,000
(d)	Task 4 Develop Public Data Portal	\$ 30,000	\$ 20,000		\$ 50,000
(e)	Task 5 Project Management	\$ -	\$ 30,000		\$ 30,000
(f)	Grand Total (Sum rows (a) through (d) for each column)	\$ 250,000	\$ 404,100	\$ -	\$ 654,100

¹ These tasks are shown here for example purpose only. Actual number of tasks may vary.

² List sources of funding

Percent Cost Share: 61.8%

² Sources of Funding:

	Task 1	Task 2	Task 3	Task 4	Task 5	Total
County Permit and Resource Management Department	\$ 74,000		\$ 37,000			\$ 111,000
City of Petaluma			\$ 62,000			\$ 62,000
City of Santa Rosa	\$ 37,300		\$ 18,700			\$ 56,000
VOMWD	\$ 25,000					\$ 25,000
Sonoma County Water Agency	\$ 57,800	\$ 20,000	\$ 22,300	\$ 20,000	\$ 30,000	\$ 150,100
	\$ 194,100	\$ 20,000	\$ 140,000	\$ 20,000	\$ 30,000	\$ 404,100

Estimates are based on experience from other projects of similar scope and size, and the Water Agency's Department of Water Resources (DWR) Grant for the Sonoma Valley Enhanced Groundwater Recharge Project. DWR deemed the Water Agency's grant expenses as realistic and cost-effective in meeting the project's objectives.

Project Title: Sonoma County Sustainable Groundwater Data Management System

Budget Narrative

Santa Rosa Plain Groundwater Management Study

Sonoma County Water Agency \$30,000

While actual labor expenses for the last five years average \$165,000 per year, and this level of effort is expected to continue, the cost share amount is reduced here to ensure that the cost share is not overstated and that only eligible costs are included.

Petaluma Valley Groundwater Study

City of Petaluma \$62,000

City of Petaluma's share of costs under agreement with the Sonoma County Water Agency for the USGS study. While the City's letter indicates a cost share of \$124,448, this amount is reduced here to ensure that the cost share is not overstated and that only eligible costs are included.

California Statewide Groundwater Elevation Monitoring (CASGEM)

Sonoma County Water Agency \$30,000

While actual labor expenses for the last five years average \$30,000 per year, and this level of effort is expected to continue, the cost share amount is reduced here to ensure that the cost share is not overstated and that only eligible costs are included.

TOTAL \$404,100

Attachment 4: Budget

Letters of support and commitment from project partners listed below appear on the following pages.

1. The City of Petaluma
2. The City of Santa Rosa
3. Valley of the Moon Water District
4. City of Cotati
5. City of Sonoma
6. North Bay Water District
7. City of Sebastopol
8. Town of Windsor



CITY OF PETALUMA

POST OFFICE BOX 61
PETALUMA, CA 94953-0061

David Glass
Mayor

Chris Albertson
Teresa Barrett
Mike Healy
Gabe Kearney
Dave King
Kathy Miller
Councilmembers

Sent via email to: Joan.Hultberg@scwa.ca.gov

December 1, 2015

Department of Water Resources
Sustainable Groundwater Management Program
Counties with Stressed Basins Grant Solicitation
Attn. Mr. Zaffar Eusuff, Program Manager

**Subject: County of Sonoma's Sustainable Groundwater Data
Management System Project**

Dear Mr. Eusuff,

The City of Petaluma is pleased to support Sonoma County's grant application for the "Sonoma County Sustainable Groundwater Data Management System Project," submitted to the Department of Water Resources Sustainable Groundwater Planning Grant Program.

This project takes important steps toward developing a data management system to track groundwater data such as groundwater levels, groundwater quality, geologic data, pumping and well test data, and well construction data to facilitate implementation of the Sustainable Groundwater Management Act (SGMA). Historically, local agencies in Sonoma County have maintained a varying range of groundwater-related data in a wide variety of formats including electronic and paper formats. In order for future Groundwater Sustainability Agencies in Sonoma County to comply with SGMA requirements, it is essential to develop a single data storage and analysis tool capable of storing and analyzing groundwater data from multiple sources.

The City of Petaluma has supported collaborative groundwater planning initiatives with other local agencies through participating in and providing funding for the Petaluma Valley Groundwater Study currently under way by the US Geological Survey (USGS). The City is committed to building on this groundwater planning and management effort and believes that the proposed project is a necessary step in implementing SGMA and successfully managing groundwater across the Sonoma County basins.

Public Works & Utilities

City Engineer
11 English Street
Petaluma, CA 94952
Phone (707) 778-4303

Environmental Services
Ellis Creek Water
Recycling Facility
3890 Cypress Drive
Petaluma, CA 94954
Phone (707) 776-3777
Fax: (707) 776-3746

Parks & Facility
Maintenance
840 Hopper St. Ext.
Petaluma, CA 94952
Phone (707) 778-4303
Fax (707) 778-4437

Transportation Services
555 N. McDowell Blvd.
Petaluma, CA 94954
Phone (707) 778-4421
Fax (707) 776-3799

Utilities & Field Operations
202 N. McDowell Blvd.
Petaluma, CA 94954
Phone (707) 778-4546
Fax (707) 206-6034

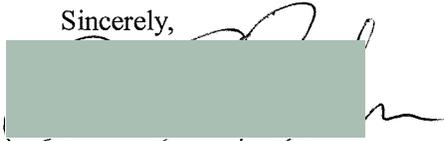
E-Mail: publicworks@ci.petaluma.ca.us

Page 1 of 2

The City is committed to providing cost share contributions of \$124,448 for the project. This sum represents the City's share of the USGS study for the 2015-16 fiscal year. This study will provide essential data that will be used to assess and manage the Petaluma Valley basin. The Groundwater Data Management System Project will allow the data from the Petaluma Valley study to be used in comprehensive regional SGMA efforts in Sonoma County.

We give the Sonoma County Sustainable Groundwater Data Management System Project our full support, and highly recommend its sponsorship by the Department of Water Resources. We look forward to hearing of its success.

Sincerely,

A rectangular area of the document is redacted with a solid grey color, obscuring the signature of Dan St. John. A handwritten flourish is visible to the right of the redacted area.

Dan St. John, F.ASCE
Director



November 30, 2015

Department of Water Resources
Sustainable Groundwater Management Program
Counties with Stressed Basins Grant Solicitation
Attn. Mr. Zaffar Eusuff, Program Manager

Subject: County of Sonoma's Sustainable Groundwater Data Management System Project

Dear Mr. Eusuff,

The City of Santa Rosa supports Sonoma County's grant application for the "Sonoma County Sustainable Groundwater Data Management System Project," submitted to the Department of Water Resources Sustainable Groundwater Planning Grant Program.

This project takes important steps toward developing a data management system to track groundwater data, such as groundwater levels, groundwater quality, geologic data, pumping and well test data, and well construction data to facilitate implementation of the Sustainable Groundwater Management Act (SGMA). Historically, local agencies in Sonoma County have maintained a varying range of groundwater-related data in a wide variety of formats, including electronic and paper formats. In order for future Groundwater Sustainability Agencies in Sonoma County to comply with SGMA requirements, it is essential to develop a single data storage and analysis tool capable of storing and analyzing groundwater data from multiple sources.

We have supported collaborative groundwater planning initiatives with other local agencies for many years through participating in and providing funding for the Santa Rosa Plain Groundwater Management Program including the USGS Santa Rosa Plain Groundwater Study. We are committed to building on these successful groundwater planning and management efforts and believe that this project is a necessary step in implementing SGMA and successfully managing groundwater across the Sonoma County basins.

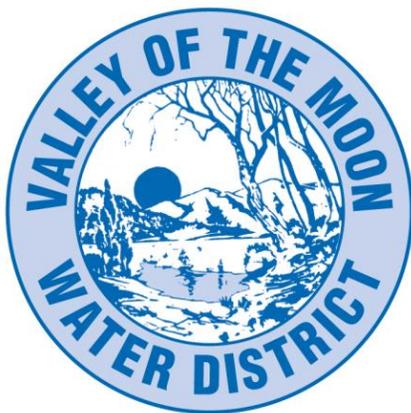
The City of Santa Rosa is committed to providing in-kind contributions in the form of staff time and services in an amount not to exceed \$56,000 to the project as we continue to work towards SGMA compliance.

We give the Sonoma County Sustainable Groundwater Data Management System Project our full support, and highly recommend its sponsorship by the Department of Water Resources.

Sincerely,


DAVID M. GUHIN
Director – Santa Rosa Water

UTILITIES DEPARTMENT
69 Stony Circle • Santa Rosa, CA 95401
Phone: 707-543-4200 • Fax: 707-543-3936
www.srcity.org



VALLEY OF THE MOON WATER DISTRICT

A Public Agency Established in 1962

19039 Bay Street · P.O. Box 280

El Verano, CA 95433-0280

Phone: (707) 996-1037

Fax: (707) 996-7615

December 4, 2015

Department of Water Resources
Sustainable Groundwater Management Program
Counties with Stressed Basins Grant Solicitation
Attn. Mr. Zaffar Eusuff, Program Manager

Subject: County of Sonoma's Sustainable Groundwater Data Management System Project

Dear Mr. Eusuff,

Valley of the Moon Water District supports Sonoma County's grant application for the "Sonoma County Sustainable Groundwater Data Management System Project," submitted to the Department of Water Resources Sustainable Groundwater Planning Grant Program.

This project takes important steps toward developing a data management system to track groundwater data, such as groundwater levels, groundwater quality, geologic data, pumping and well test data, and well construction data to facilitate implementation of the Sustainable Groundwater Management Act (SGMA). Historically, local agencies in Sonoma County have maintained a varying range of groundwater-related data in a wide variety of formats, including electronic and paper formats. In order for future Groundwater Sustainability Agencies in Sonoma County to comply with SGMA requirements, it is essential to develop a single data storage and analysis tool capable of storing and analyzing data from multiple sources.

We have supported collaborative groundwater planning initiatives with other local agencies for many years through participating in and providing funding for the Sonoma Valley Groundwater Management Program. We are committed to building on these successful groundwater planning and management efforts and believe that this project is a necessary step in implementing SGMA and successfully managing groundwater across the Sonoma County basins.

We are committed to providing in-kind contributions in the form of staff time, etc. in an amount not to exceed \$ 25,000 to the project as we continue to work towards SGMA compliance. We give the Sonoma County Sustainable Groundwater Data Management System Project our fullest support, and highly recommend its sponsorship by the Department of Water Resources. We look forward to hearing of its success.

Sincerely,

A handwritten signature in black ink that reads "Daniel McElrath".

General Manager

FP-00129



December 7, 2015

Department of Water Resources
Sustainable Groundwater Management Program
Counties with Stressed Basins Grant Solicitation
Attn. Mr. Zaffar Eusuff, Program Manager

Re: **County of Sonoma's Sustainable Groundwater Data Management System Project**

Dear Mr. Eusuff

The City of Cotati supports Sonoma County's grant application for the "Sonoma County Sustainable Groundwater Data Management System Project," submitted to the Department of Water Resources Sustainable Groundwater Planning Grant Program.

This project takes important steps toward developing a data management system to track groundwater data, such as groundwater levels, groundwater quality, geologic data, pumping and well test data, and well construction data to facilitate implementation of the Sustainable Groundwater Management Act (SGMA). Historically, local agencies in Sonoma County have maintained a varying range of groundwater-related data in a wide variety of formats, including electronic and paper formats. In order for future Groundwater Sustainability Agencies in Sonoma County to comply with SGMA requirements, it is essential to develop a single data storage and analysis tool capable of storing and analyzing groundwater data from multiple sources.

We have supported collaborative groundwater planning initiatives with other local agencies for many years through participating in and providing funding for the Santa Rosa Plain Groundwater Management Program. We are committed to building on these successful groundwater planning and management efforts and believe that this project is a necessary step in implementing SGMA and successfully managing groundwater across the Sonoma County basins.

We give the Sonoma County Sustainable Groundwater Data Management System Project our fullest support, and highly recommend its sponsorship by the Department of Water Resources. We look forward to hearing of its success.

Sincerely,

Damien O'Bid
City Manager

201 West Sierra Avenue, Cotati, CA 94931-4217 • TELEPHONE 707•792•4600 • FAX 795•7067

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City of Sonoma

No. 1 The Plaza
Sonoma California 95476-6690
Phone (707) 938-3681 Fax (707) 938-8775
E-Mail: cityhall@sonomacity.org



November 24, 2015

Department of Water Resources
Sustainable Groundwater Management Program
Counties with Stressed Basins Grant Solicitation
Attn. Mr. Zaffar Eusuff, Program Manager

Subject: County of Sonoma's Sustainable Groundwater Data Management System Project

Dear Mr. Eusuff,

The City of Sonoma enthusiastically supports Sonoma County's grant application for the "Sonoma County Sustainable Groundwater Data Management System Project," submitted to the Department of Water Resources Sustainable Groundwater Planning Grant Program.

This project takes important steps toward developing a data management system to track groundwater data, such as groundwater levels, groundwater quality, geologic data, pumping and well test data, and well construction data to facilitate implementation of the Sustainable Groundwater Management Act (SGMA). Historically, local agencies in Sonoma County have maintained a varying range of groundwater-related data in a wide variety of formats, including electronic and paper formats. In order for future Groundwater Sustainability Agencies in Sonoma County to comply with SGMA requirements, it is essential to develop a single data storage and analysis tool capable of storing and analyzing groundwater data from multiple sources.

We have supported collaborative groundwater planning initiatives with other local agencies for many years through participating in and providing funding for the Sonoma Valley Groundwater Management Program. We are committed to building on these successful groundwater planning and management efforts and believe that this project is a necessary step in implementing SGMA and successfully managing groundwater across the Sonoma County basins.

We are committed to providing in-kind contributions in the form of staff time or services to the project as we continue to work towards SGMA compliance.

We give the Sonoma County Sustainable Groundwater Data Management System Project our fullest support, and highly recommend its sponsorship by the Department of Water Resources. We look forward to hearing of its success.

Sincerely,

Dan Takasugi
Public Works Director / City Engineer

NORTH BAY WATER DISTRICT

22950 Broadway.
Sonoma, CA 95476
(707)815-1958

November 25, 2015

Mr. Zaffar Eusaff, Program Manager,
Sustainable Groundwater Management Program,
Counties with Stressed Basins Grant Solicitation,
California Department of Water Resources,
Sacramento, CA 95814

Re: County of Sonoma Sustainable Groundwater Data Management System Project

Dear Mr. Eusaff,

As a GSA-eligible agency in both the Sonoma Valley and Petaluma Valley groundwater basins and a potential member of their GSAs, the North Bay Water District supports Sonoma County's grant application for the "Sonoma County Sustainable Groundwater Data Management System Project" being submitted for your review.

Well-managed high quality data are the foundation of the successful development of GSPs and their implementation. Historically, local agencies in Sonoma County have maintained a wide range of groundwater-related data in a variety of formats, including electronic and paper forms. The proposed Data Management System Project would integrate these existing data and coordinate future data acquisition into a single robust data system that each GSA could contribute its data to and draw upon in developing and implementing its GSP. It would also help harmonize the discrete GSPs at the county level.

Our board members and affiliated personnel have supported collaborative groundwater management initiatives with other local agencies for many years through participation in the Sonoma Valley Groundwater Management Program, Petaluma Valley Groundwater Study as well as Santa Rosa Plain Groundwater Management Program. We are committed to building on these successful efforts, and believe that the proposed Project is a crucial first step in carrying out our SGMA mandates successfully.

We give the Sonoma County Sustainable Groundwater Data Management System our fullest support, contributing available data, staff time, and/or local matching funds. Your grant, however, will be the decisive factor in making our attempt successful. We would appreciate most highly your fair evaluation of the Sonoma County's application.

Sincerely,


Jim Haire,
Chairman of the Board of Directors,
North Bay Water District

Board Members: Jim Haire, Mike Mulas, Norm Yenni, Craig Jacobsen, Tom Crane



Engineering Department
714 Johnson Street
Sebastopol, California 95472
Telephone: (707)-823-2151
Fax: (707)-823-4721
Website: www.ci.sebastopol.ca.us
e-mail: hmikus@cityofsebastopol.org
Henry J. Mikus, Engineering Manager

November 23, 2015

Marcus Trotta, PG, CHg
Water Agency Hydrogeologist
Sonoma County Water Agency
404 Aviation Boulevard, Santa Rosa, CA 95403

Reference: Groundwater Sustainability Plan
Proposition 1 Planning Grant

Marcus,

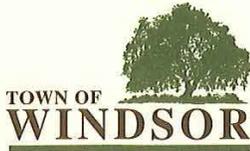
Via letter this letter the City of Sebastopol wishes to acknowledge its support for your Proposition 1 Planning Grant application regarding developing a Data Management System to facilitate the compilation, storage, evaluation and reporting of groundwater data which will be needed to comply with SGMA. As one of the potential members of the Santa Rosa Sub-Basin Groundwater Sustainability Agency the City agrees developing a data management system for required activities under SGMA is a necessary next step.

In addition, the City of Sebastopol is willing to tally, and offer for inclusion as part of the required matching local contribution to any successful grant project, any eligible expenses the City has incurred related to SGMA compliance efforts.

Sincerely,

Henry J. Mikus
Engineering Manager

Copies: Larry McLaughlin, City Manager
Mary Gourley, CMC, City Clerk
Joe Gaffney, City Engineer
Kenyon Webster, Planning Director
Rich Emig, Public Works Superintendent



Town of Windsor
9291 Old Redwood Highway
P.O. Box 100
Windsor, CA 95492-0100
Phone: (707) 838-1000
Fax: (707) 838-7349

Mayor
Mark Millan

Vice Mayor
Debora Fudge

Councilmembers
Dominic Foppoli
Bruce Okrepkie
Sam Salmon

Town Manager
Linda Kelly

December 3, 2015

Department of Water Resources
Sustainable Groundwater Management Program
Counties with Stressed Basins Grant Solicitation
Attn. Mr. Zaffar Eusuff, Program Manager

Subject: County of Sonoma's Sustainable Groundwater Data Management System Project

Dear Mr. Eusuff,

The purpose of this letter is to show support of the Sonoma County's grant application for the "Sonoma County Sustainable Groundwater Data Management System Project," submitted to the Department of Water Resources Sustainable Groundwater Planning Grant Program.

This project takes important steps toward developing a data management system to track groundwater data, such as groundwater levels, groundwater quality, geologic data, pumping and well test data, and well construction data to facilitate implementation of the Sustainable Groundwater Management Act (SGMA). Historically, local agencies in Sonoma County have maintained a varying range of groundwater-related data in a wide variety of formats, including electronic and paper formats. In order for future Groundwater Sustainability Agencies in Sonoma County to comply with SGMA requirements, it is essential to develop a single data storage and analysis tool capable of storing and analyzing groundwater data from multiple sources.

We have supported collaborative groundwater planning initiatives with other local agencies for many years through participating in the Santa Rosa Plain Groundwater Management Program. We are committed to building on these successful groundwater planning and management efforts and believe that this project is a necessary step in implementing SGMA and successfully managing groundwater across the Sonoma County basins.

We are committed to providing in-kind contributions in the form of staff time and services to ensure the success of the project as we continue to work towards SGMA compliance.

We give the Sonoma County Sustainable Groundwater Data Management System Project our fullest support, and highly recommend its sponsorship by the Department of Water Resources. We look forward to hearing of its success.

Sincerely,


Toni Bertolero
Public Works Director/Town Engineer

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Attachment 5: Schedule

Task	Start	End
Task 1 - Evaluate Available Data Sources and Select DMS Platform	7/1/2016	10/31/2016
Task 2 - Develop DMS Structure	10/31/2016	2/28/2017
Task 3 – Populate DMS with Existing Data	2/28/2017	6/30/2017
Task 4 – Develop Public Data Portal	2/28/2017	8/31/2017
Task 5 –Grant Administration	7/1/2016	12/31/2017

Schedule Description:

The project schedule is preliminary, and is dependent upon funding approval for the project and timing of entering a grant agreement with DWR. The Water Agency has reviewed DWR’s Grant Template Agreement and is ready to proceed immediately with developing an agreement with DWR upon award notification. On December 8, 2015, the County’s Board of Supervisors adopted a Resolution, authorizing the County to execute a grant agreement with DWR and complete the proposed project.

The schedule has been developed to be consistent with the tasks detailed in the Work Plan and Budget and is deemed to be realistic, reasonable and accomplishable based on the project sponsor’s experience in completing similar projects. While the schedule assumes a start date of July 1, 2016 (which is when an agreement with DWR would be anticipated to be in place), the County would proceed with developing a request for proposals (RFP) to retain a consultant for the project upon award notification (anticipated to be February 2016), thereby ensuring that the scope of work could begin shortly after entering into an agreement with DWR. Additionally, project work activities currently implemented by project sponsors through existing programs and initiatives have already begun to integrate and compile relevant data, including CASGEM reporting, USGS groundwater basin studies, and existing groundwater management programs. It is estimated that these activities represent completion of approximately 30% of Task 1.

Completion of the project within 18 months (no later than December 31, 2017) is considered to be achievable and will likely be further hastened as Groundwater Sustainability Agencies (planned to be formed by June 2017 at the latest) will require the project’s completion prior to initiating development of Groundwater Sustainability Plans.

Attachment 6: Program Preferences

As described below, the Sonoma County Sustainable Groundwater Data Management System Project (Project) proposed by Sonoma County addresses the Land Subsidence Program Preference identified in the 2015 “Counties with Stressed Basins” Proposal Solicitation Package. The Project also addresses four additional Statewide Priorities identified in the Program Guidelines.

1. Evidence of Subsidence – As described in Attachment 2, Basin Conditions, data from a Plate Boundary Observatory (PBO) continuous GPS Stations located in southern Sonoma Valley (which exhibited an overall decrease in elevation between 1 to 2.5 inches between 2006 and 2015), were evaluated by DWR to indicate that Sonoma Valley exhibits a relatively high potential to experience subsidence in the future (DWR, 2014). Based on the long-term trend of declining groundwater-levels in southern Sonoma Valley and the presence of thick sequences of clay in the subsurface of southern Sonoma Valley (Sonoma County Water Agency, 2014a), continued subsidence is considered a risk in southern Sonoma Valley.
2. Leverage Funds – As shown in Attachment 4, Budget, the project will leverage local funds and/or in-kind services from a number of GSA-eligible agencies in Sonoma County. Entities committing local funds to the Project are as follows: the Cities of Cotati, Petaluma, Santa Rosa, Sebastopol, and Sonoma; the Town of Windsor; Valley of the Moon Water District; North Bay Water District; County of Sonoma; and the Sonoma County Water Agency.
3. Include New and Innovative Practices – The proposed project will result in providing a robust decision support tool that will support the integration of multiple data sources and information across many jurisdictions. Such integration will facilitate further coordination of water supply and land use planning and decision-making, which will be paramount to the future success in implementing SGMA.
4. Proposition 1, Chapter 10 Prioritization Criteria –
 - The potential for groundwater contamination to spread and impair drinking water supplies exists within Sonoma Valley should groundwater levels continue to decline and induce higher salinity groundwater into the drinking water aquifers in southern Sonoma Valley, as described in Attachment 2, Basin Conditions.
 - The project, if fully implemented, will enhance local water supply reliability, as it will provide an integrated and high-quality data management tool that allow future GSAs to make decisions on sound scientific information to better identify and evaluate solutions needed to sustain groundwater resources.
 - The project will help maximize opportunities to recharge vulnerable, high-use groundwater basins and optimize groundwater supplies, by integrating datasets, such as soil types, land cover, streamflows, and groundwater levels, to better identify locations where natural recharge occurs and where enhanced recharge projects can be implemented.
5. Counties forming or participating in formation of Groundwater Sustainability Agencies – As indicated in the attached October 13, 2015 Board Summary Report, the County of Sonoma is actively engaged in the process of forming and participating in GSAs within each of the three medium priority basins in Sonoma County (Petaluma Valley, Santa Rosa Plain and Sonoma Valley).

Exhibit C

Estimated Project Costs

Project Title:		Sonoma County Sustainable Groundwater Data Management System						
		Grant Amount			Local Cost Share: Non-State Fund Source		Other Cost Share	Total Cost
		Water Agency	Water Agency Consultant	County	Water Agency	County	Other Partners	
Task 1	Grant Administration				\$30,000			\$30,000
Task 2	Data Management System Development	\$52,375	\$182,625	\$15,000	\$146,179	\$62,768	\$165,153	\$624,100
Grand Total		\$52,375	\$182,625	\$15,000	\$176,179	\$62,768	\$165,153	\$654,100
Total Grant and Cost Share		\$250,000			\$404,010			\$654,100

Participants/Other Partners

City of Petaluma	\$62,000
City of Santa Rosa	\$56,000
Valley of the Moon Water District	\$47,153
TOTAL	\$165,153



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, Occidental County Sanitation District

Board Agenda Date: December 12, 2017

Vote Requirement: Majority

Department or Agency Name(s): Sonoma County Water Agency on behalf of Occidental County Sanitation District

Staff Name and Phone Number:

Jeff Church (707) 547-1949

Supervisory District(s):

Fourth and Fifth

Title: Occidental Wastewater Transportation

Recommended Actions:

Adopt a resolution making certain findings including a determination that the construction, operation, and maintenance of the Occidental County Sanitation District to Airport-Larkfield-Wikiup Sanitation Zone Wastewater Transport Project will not have a significant adverse effect on the environment, approving the Initial Study and Negative Declaration of Environmental Impact, approving the Project, and authorizing the filing of a Notice of Determination in accordance with the California Environmental Quality Act.

Executive Summary:

The Occidental County Sanitation District (District) is proposing the Occidental County Sanitation District to Airport-Larkfield-Wikiup Sanitation Zone (Zone) Wastewater Transport Project (Proposed Project). The objective of the Proposed Project is to bring the District into compliance with the North Coast Regional Water Quality Control Board (Regional Board) Waste Discharge Requirements included in the District's National Pollutant Discharge Elimination System (Elimination System) permit, address requirements of Cease and Desist Order No. R1-2012-0102, and continue to meet the wastewater treatment needs of the District in a cost-effective manner. The Proposed Project brings the District into compliance with requirements of the Regional Board to cease the discharge of secondary-treated effluent into Dutch Bill Creek and the use of the existing on-stream storage reservoir at Graham's Pond by transferring the treatment, storage, and disposal of untreated wastewater to the ZONE wastewater treatment facility. The transfer of untreated wastewater from the District to the Zone for treatment, storage, and disposal would represent a less than 5% increase in daily and annual influent flow to the Zone, and would not impact the ability to accommodate additional homes in the Airport-Larkfield-Wikiup area that may convert from septic to sewer during the process of rebuilding from the October 2017 Tubbs Fire. This item will adopt an Initial Study and Negative Declaration for the Proposed Project and approve the project.

Discussion:

Sonoma County Water Agency (Water Agency) staff, on behalf of the Occidental County Sanitation District, lead agency under the California Environmental Quality Act (CEQA), has prepared this Initial Study and Negative Declaration of Environmental Impact (Initial Study) to provide the public, responsible agencies, and trustee agencies with information about the potential environmental effects of the proposed Occidental County Sanitation District (District) to Airport-Larkfield-Wikiup Sanitation Zone (ZONE) Wastewater Transport Project (Proposed Project).

The Water Agency was created in 1949 by the California Legislature as a special district to provide flood protection and water supply services. The members of the Sonoma County Board of Supervisors are the Water Agency's Board of Directors. The Water Agency's powers and duties authorized by the California Legislature include the production and supply of surface water and groundwater for beneficial uses, control of flood waters, generation of electricity, provision of recreational facilities (in connection with the Water Agency's facilities), and the treatment and disposal of wastewater.

The Water Agency operates several sanitation districts and zones in Sonoma County, including the Occidental County Sanitation District and the Airport-Larkfield-Wikiup Sanitation Zone, and the Water Agency's Board of Directors function as the Board of Directors for both the Occidental County Sanitation District and the Airport-Larkfield-Wikiup Sanitation Zone.

The District has utilized Graham's Pond, located on private property at 5502 Graton Road, near Occidental, as a year-round secondary-treated effluent storage reservoir since 1977. North Coast Regional Water Quality Control Board (Regional Board) analysis has determined that Graham's Pond is a water of the United States due to its construction and location at the headwaters of Dutch Bill Creek. The pond was originally constructed as an agricultural pond.

The District's wastewater treatment facility is permitted by the Regional Board under the Waste Discharge Requirements (Requirements) adopted in Order No. R1-2012-0101 (Order), dated 6 December 2012. Order No. R1-2012-0101 serves as the District's current Elimination System Permit No. CA0023051. The five-year term of the Requirements began 1 February 2013. The Order implements provisions of the North Coast Regional Board Water Quality Control Plan (Basin Plan), whereby no wastewater treatment facility is allowed to discharge waste to the Russian River or its tributaries during the period of 15 May through 30 September. Since Graham's Pond is considered a water of the United States subject to Elimination System permit requirements and a tributary to the Russian River, it is not permissible to discharge secondary-treated effluent into the pond from 15 May through 30 September. However, because Graham's Pond is the only storage pond currently available to the District, it is not possible for the District to meet this requirement of Order, and the District continues to discharge secondary-treated effluent into the pond year-round.

As a result of threatened or continued discharge violations of the District's operating Order, the Regional Board adopted Cease and Desist Order (Cease Order) No. R1-2012-0102 on 6 December 2012, which included provisions of the Basin Plan that would require advanced (tertiary-level) wastewater treatment for the District's discharges to surface waters. The Regional Board's Cease Order requires the District to complete a capital improvement project and achieve full compliance with all applicable Requirements by 31 January 2018.

The District proposes to comply with requirements identified in the Order and Cease Order to cease the discharge of secondary-treated effluent into Dutch Bill Creek and the use of the existing on-stream storage reservoir at Graham's Pond through implementation of the Proposed Project, which would transfer the treatment, storage, and disposal of untreated wastewater to the ZONE wastewater treatment facility. The objective of the Proposed Project is to bring the District into compliance with the Regional Board's requirements included in the District's Elimination System permit, address requirements of Cease and Desist Order, and continue to meet the wastewater treatment needs of the District in a cost-effective manner.

The ZONE wastewater treatment facility currently treats wastewater to California Code of Regulations, Title 22 disinfected tertiary-treated recycled water standards as its primary treatment mode and utilizes irrigation of agricultural lands for disposal of its treated wastewater. Under certain conditions, such as extended durations of high inflow or plant shutdowns, the ZONE wastewater treatment facility may operate under an alternative operational mode to provide treated wastewater meeting Title 22 disinfected secondary-treated recycled water standards and utilize irrigation of agricultural lands for disposal of its treated wastewater.

By transferring untreated wastewater to the ZONE wastewater treatment facility for treatment, storage, and disposal, the Proposed Project would eliminate the discharge and storage of secondary-treated effluent into Graham's Pond (a headwaters to Dutch Bill Creek) for recycled water irrigation during the dry season, and direct discharge to Dutch Bill Creek during the wet season.

The Proposed Project would be located within the District service area, and would utilize existing sanitation facilities in the ZONE. The District serves approximately 118 parcels in the community of Occidental. Wastewater transportation would primarily occur between the District Lift Station located on Occidental-Camp Meeker Road in Occidental and the ZONE wastewater treatment facility, located on Aviation Boulevard near the Charles M. Schulz Sonoma County Airport in Santa Rosa. Wastewater transportation would also occur less frequently from the District wastewater treatment facility located on Lu Dan Road off of Occidental Road in Occidental.

The Proposed Project would consist of facility modifications at the District wastewater treatment facility and Lift Station, and at the ZONE wastewater treatment facility.

Modifications to the District wastewater treatment facility would include minor reconfiguration of existing above-grade piping and valves, the installation of below-grade piping, and installation of a pond liner. Modifications to the District Lift Station would include installation of above- and below-grade piping and appurtenances, and installation of a truck-filling station.

Modifications at the ZONE wastewater treatment facility would include installation of above- and below-grade piping and appurtenances, and installation of a receiving station. The receiving station would connect to the wastewater treatment facility through a new below-grade pipe that would connect to the existing collection system leading into the treatment facilities.

Operational activities would include the continued collection and storage of wastewater at the District wastewater treatment facility and Lift Station, including aeration at the wastewater treatment facility to prevent odors, and year-round transportation of untreated wastewater to the ZONE wastewater treatment facility for treatment, storage and disposal. Maintenance activities would include continued routine maintenance of the plumbing and electrical systems associated with the District's collection and storage facilities and routine management and maintenance of the plumbing and electrical systems associated with the truck filling and receiving activities at the District and ZONE. Routine operation and maintenance of the treatment, storage, and disposal facilities at the ZONE would remain similar to current levels.

It is estimated that the Project's construction period would be approximately six (6) months to complete the modifications at the sanitation facilities. The transportation of untreated wastewater is expected to begin before 1 July 2018 and construction is expected to be completed in October 2018.

The existing District Lift Station would continue to function as a collection and short-term storage system and would have operations and maintenance activities similar to existing activities. The District wastewater treatment facility would be utilized as a storage facility only and ongoing operations and regular maintenance activities would be very similar, if not less frequent, to current operation and maintenance activities associated with the storage of wastewater at the treatment facility. Operation and maintenance activities related to the treatment and discharge of wastewater at the District wastewater treatment facility would no longer occur. Operation and maintenance activities at the ZONE wastewater treatment facility would be consistent with existing activities and treatment, storage, and disposal of wastewater from the District would be incorporated into the existing operation and maintenance activities at the ZONE wastewater treatment facility.

California Environmental Quality Act Documentation

On 26 May 2017, a Notice of Preparation of an Initial Study was posted at the Sonoma County Clerks' Office and with the California Governor's Office of Planning and Research State Clearinghouse and sent to District ratepayers, stakeholders, interested persons, and property owners adjacent to the project area. The District held a public scoping meeting on 15 June 2017, during the public scoping period from 26 May 2017 to 26 June 2017.

Comments received during the public scoping period expressed concern about the proposed transportation routes, traffic safety, road condition, and noise, as well as capacity at the ZONE wastewater treatment facility to treat, store, and dispose of the District's wastewater. Some stakeholders expressed support for treatment upgrade alternatives in place of the transportation of untreated wastewater to other sanitation districts, and others expressed support for transportation to the Graton Community Services District.

Selection of the current Proposed Project is the result of over fifteen (15) years of evaluations of other potential projects. In addition to the project alternatives previously considered, the Notice for the Proposed Project discussed the feasibility of utilizing other sanitation districts to treat, store, and dispose of the District's untreated wastewater, including the Graton Community Services District. However, District staff identified potential timing issues related to Graton Community Services District Board approval and permit modifications, as well as potential treatment and capacity issues, and ultimately

determined that the most cost effective means to address the District Cease Order time limitations and Elimination System permit requirements would be to transport all untreated wastewater to the ZONE wastewater treatment facility.

Due to the economic costs associated with the facility treatment upgrades as well as the requirements of Order and Cease Order, the transportation of untreated wastewater to the ZONE wastewater treatment facility was identified as the only feasible alternative that can address the objectives of the project in a cost effective and time sensitive manner.

The Initial Study and Negative Declaration of Environmental Impact (Initial Study) for the Proposed Project was posted with the State Clearinghouse and the Sonoma County Clerk on 29 September 2017. The Initial Study addresses the potential environmental impacts of the Proposed Project and determined that there is no substantial evidence that the Proposed Project would have a significant adverse impact upon the environment and therefore, no mitigation is required. A notice announcing the availability of the Initial Study for public review was distributed to the following jurisdictional and permitting agencies, including the Regional Board, California Department of Fish and Wildlife, National Marine Fisheries Service, and the United States Army Corps of Engineers, and sent to District ratepayers, stakeholders, interested persons, and property owners adjacent to the Proposed Project area on 29 September 2017. A legal notice that the Initial Study was available for public review was also published in the Press Democrat, and display ads were posted in the Sonoma West Times & News, and Windsor Times. The review period for the Initial Study was from 29 September to 30 October 2017. Comments were received from the Regional Board, the California Department of Transportation, the Sierra Club Sonoma Group, and two interested persons.

The Regional Board requested additional information on: treatment, storage, and disposal capacity at the ZONE wastewater treatment facility; the design and containment capacity of the filling and receiving stations; potential for impacts to waterways from wastewater spills during transportation; and storage capacity at the District if adverse weather conditions result in limitations to access District facilities for wastewater transportation. The Regional Board identified the potential need for an anti-degradation study if the project would result in the need to dispose of more effluent than is currently allowed; that Best Management Practices be implemented and that a General Construction Stormwater Permit and Storm Water Pollution Prevention Plan (Prevention Plan) may be necessary if ground disturbance would total one acre or more. The Initial Study was modified to add in the title of the existing Spill Response Plan and disclose that staff are trained annually on response to sewage overflows and spills. Responses to other comments are provided in Attachment A.

The Water Agency has received a formal request for consultation only from the Middletown Rancheria under Assembly Bill 52 (AB52). AB52 provides a process for a Native American tribe to engage in the California Environmental Quality Act review process to avoid significant effects on tribal cultural resources. Formal AB52 consultation letters were sent on 23 May 2017 to the tribes identified on the Native American Heritage Commission consultation list, including Middletown Rancheria. The Federated Indians of Graton Rancheria (Tribe) responded on 7 July 2017. District staff provided the Tribe with the archival records search results and requested information from the Tribe, if available, for any Tribal Cultural Resources that should be considered in preparation of the CEQA document. The Tribe responded on 6 November 2017 that the "No Impact" conclusion in the Initial Study was not an appropriate analysis given the proximity of tribal cultural resources that have been recorded and documented and the high

probability for subsurface discovery. The Tribe determined that this project will require a tribal cultural monitor and an agreement with the Tribe for how any encountered resources will be properly protected and reburied. The Initial Study was modified to include a tribal cultural monitor in Best Management Practice 7 and revised the “No Impact” conclusions in Cultural Resources and Tribal Cultural Resources to “Less than Significant.”

District staff intend to begin the transportation of untreated wastewater prior to the completion of facility modifications and revised the Initial Study to describe interim operations that would be undertaken including temporary pumping and spill containment measures and the incorporation of existing Best Management Practices into the interim operations. The addition of interim operations did not change the Impact Analysis in the Initial Study.

District staff recommends adoption of a resolution determining that the Project will not have a significant adverse effect on the environment, approval of the Initial Study and Negative Declaration of Environmental Impact, approval of the Proposed Project, and authorization to file the Notice of Determination.

Following the filing of a Notice of Determination, the District would return to the Board to award the construction contract and approve the plans and specifications, and then would return for approval for a purchase agreement for the trucks and approval of staff positions necessary for the Proposed Project.

Prior Board Actions:

5/19/2015 Authorize Chair to execute an agreement with Stantec Consultants to provide design services for the Occidental County Sanitation District Reclaimed Water Project for the amount of \$499,300; agreement terminates on June 30, 2017.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

Water Agency’s Waste Water Treatment and Water Reuse, Goal 1: Improve operational reliability of wastewater treatment and water reuse systems.
This item supports this goal by eliminating the discharge of secondary treated wastewater into Dutch Bill Creek in violation of Waste Discharge Requirements of the Occidental County Sanitation District wastewater treatment facilities and discharging the treated water through land irrigation.

Fiscal Summary			
Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			
Narrative Explanation of Fiscal Impacts:			
<p>There are no direct fiscal impacts of the requested board action. Future expenditures associated with capital improvements needed to implement wastewater transportation will be presented to the Board with future request to award a construction contract for those improvements. Costs associated with wastewater hauling operations will be included and presented to the Board in annual Operational and Maintenance budget requests for the District.</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:			
<p>Resolution Summary and Response to Comments (Attachment A)</p>			
Related Items “On File” with the Clerk of the Board:			
<p>Initial Study and Negative Declaration of Environmental Impact (1 Copy) Notice of Determination (1 Copy)</p>			

Date: December 12, 2017

Item Number: _____
Resolution Number: _____

4/5 Vote Required

Resolution Of The Board Of Directors Of The Sonoma County Water Agency and Occidental County Sanitation District, Determining That The Occidental County Sanitation District to Airport-Larkfield-Wikiup Sanitation Zone Wastewater Transport Project Will Not Have A Significant Adverse Effect On The Environment; Adopting The Initial Study and Negative Declaration Of Environmental Impact For The Project; Approving the Project, Making Certain Related Findings, And Authorizing The Filing Of A Notice Of Determination. (Fourth and Fifth Districts)

Whereas, the Sonoma County Water Agency (Water Agency) staff, on behalf of the Occidental County Sanitation District (District), lead agency under the California Environmental quality Act (CEQA), has prepared this Initial Study and Negative Declaration (Initial Study) for the Occidental County Sanitation District to Airport-Larkfield-Wikiup Sanitation Zone Wastewater Transport Project (Project) in accordance with CEQA, State CEQA Guidelines, and the Water Agency's Procedures for the Implementation of CEQA, which discloses the potential environmental impacts of implementing the Proposed Project at District properties on Occidental-Camp Meeker Road and Occidental Road in Occidental, and at Airport-Larkfield-Wikiup Sanitation Zone (ALWSZ) property on Aviation Boulevard near the Charles M. Schulz Sonoma County Airport in Santa Rosa; and

Whereas, the District's wastewater treatment facility (WWTF) is permitted by the Regional Board under the Waste Discharge Requirements (WDRs) adopted in Order No. R1-2012-0101 (Order), dated December 6, 2012, which replaces the previous WDR Order No. 93-42 that was adopted on 27 May 1993, and serves as the District's current National Pollutant Discharge Elimination System (NPDES) Permit No. CA0023051; and

Whereas, the Order implements provisions of the North Coast Regional Board Water Quality Control Plan (Basin Plan), whereby no WWTF is allowed to discharge waste to the Russian River or its tributaries during the period of 15 May through 30 September; and

Whereas, the District has utilized Graham's Pond, located on private property at 5502 Graton Road, near Occidental, as a year-round secondary-treated effluent storage reservoir since 1977, which North Coast Regional Water Quality Control Board (Regional Board) analysis has determined is a water of the United States due to its construction and location at the headwaters of Dutch Bill Creek; and

Whereas, it is not permissible to discharge secondary-treated effluent into the pond from 15 May through 30 September. However, because Graham's Pond is the only storage pond

currently available to the District, it is not possible for the District to meet this requirement of Order No. R1-2012-0101, and the District continues to discharge secondary-treated effluent into the pond year-round; and

Whereas, the Regional Board adopted Cease and Desist Order (CDO) No. R1-2012-0102 on 6 December 2012, which included provisions of the Basin Plan that would require advanced (tertiary-level) wastewater treatment for the District's discharges to surface waters, and has provided a schedule to allow the District time to develop a project to bring the District into compliance with the CDO; and

Whereas, the District is currently pursuing compliance with requirements identified in Order No. R1-2012-0101 and CDO. No. R1-2012-0102 to cease the discharge of secondary-treated effluent into Dutch Bill Creek and the use of the existing on-stream storage reservoir at Graham's Pond through implementation of the Proposed Project by transferring the treatment, storage, and disposal of untreated wastewater to the Airport-Larkfield-Wikiup Sanitation Zone (ALWSZ) WWTF; and

Whereas, the Initial Study discloses potential environmental impacts of implementing the Project, identifies the means to avoid potential significant adverse impacts on the environment and concludes the construction, operation, and maintenance of the Project would not have a significant adverse effect on the environment; and

Whereas, the Notice of Preparation was issued on 26 May 2017 for the Project; and

Whereas, the Notice of Completion (NOC) and Notice of Availability (NOA) of Initial Study and Negative Declaration were posted with the California Governor's Office of Planning and Research State Clearinghouse and at the Sonoma County Clerk's office and released on 29 September 2017, for a 32-day public review period. The Notice of Availability of Initial Study and Negative Declaration was sent to agencies and individuals, published in regional newspapers, and posted on Water Agency's website 29 September 2017. The Initial Study and Negative Declaration was also made available for review at Water Agency's administrative office and at regional libraries in Occidental and Forestville. Six (6) comment letters were received during the public review process from the North Coast Regional Water Quality Control Board, the California Department of Transportation, the Sierra Club Sonoma Group, and two interested persons.

Whereas, the Water Agency submitted a letter of request to the Native American Heritage Commission (NAHC) on 15 May 2017 for a list of tribes to consult about potential tribal cultural resources in the Proposed Project areas. Formal AB52 consultation letters were sent on 23 May 2017 to the tribes identified on the NAHC consultation list and the Federated Indians of Graton Rancheria (Tribe) responded on 7 July 2017. District staff provided the Tribe with the archival records search results conducted by Tom Origer and Associates that describes the known cultural resources in the study areas, the potential for the Proposed Project to affect cultural resources, and recommendations. District staff also requested information from the Tribe, if available, for any Tribal Cultural Resources that should be considered in preparation of the CEQA document. The Tribe responded on 6 November 2017 that the "No Impact" conclusion in the Initial Study was not an appropriate analysis given the proximity of the tribal cultural resources

that have been recorded and documented and the high probability for subsurface discovery. The Initial Study was modified to include a tribal cultural monitor in Best Management Practice 7 and revised the “No Impact” conclusions in Cultural Resources and Tribal Cultural Resources to “Less than Significant” and District staff concluded that the revisions would not have a new significant adverse effect on the environment that would require recirculation of the Initial Study and Negative Declaration; and

Whereas, the Project Description in the Initial Study and Negative Declaration was revised to describe interim filling and receiving operations that would occur until construction of the filling and receiving stations is completed. The Negative Declaration discloses potential environmental impacts of implementing the interim operations, identifies the means to avoid potential significant adverse impacts on the environment and concludes the interim operations of the Project would not have a new significant adverse effect on the environment that would require recirculation of the Initial Study and Negative Declaration; and

Whereas, the Initial Study and Negative Declaration did not identify any potentially significant impacts of the Project on the environment; and

Whereas, the Initial Study and Negative Declaration identified “Less than Significant” impacts of the Project on the following resource categories including Aesthetics, Air Quality, Biological Resources, Cultural Resources, Geology and Soils, Greenhouse Gas Emissions, Hazards and Hazardous Materials, Noise, Tribal Cultural Resources, and Utilities and Service Systems; and

Whereas, the Water Agency, on behalf of the Occidental County Sanitation District, has prepared a Notice of Determination in accordance with CEQA, State CEQA Guidelines, and the Water Agency’s Procedures for the Implementation of CEQA; and

Whereas, the Board of Directors of the Water Agency has considered the environmental effects of the Project as shown in the Initial Study and Negative Declaration prepared by the Water Agency on behalf of the Occidental County Sanitation District, including public comments and the District’s response to comments.

Now, Therefore, Be It Resolved that the Board of Directors of the Sonoma County Water Agency and Occidental County Sanitation District (“Board”), having received, reviewed, and considered the Initial Study and Negative Declaration and other evidence in the administrative record, hereby finds, determines, and certifies as follows:

1. All of the above recitals are true and correct;
2. The Initial Study and Negative Declaration was prepared, noticed, made available for public review in accordance with all procedural and substantive requirements of CEQA, the State CEQA Guidelines, and the Water Agency’s Procedures for Implementation of CEQA.
3. The Board finds that the Initial Study and Negative Declaration is an adequate informational document, and has provided this Board and the public with full and fair

disclosure of potential environmental impacts associated with the Project. The Board further certifies that it has received the Initial Study and Negative Declaration, and reviewed and considered the information contained therein prior to making the approvals set forth below. The Board further certifies that the Initial Study and Negative Declaration reflects its independent judgment and analysis. The conclusions presented in these findings are based upon the Initial Study and Negative Declaration.

4. The Board certifies that it has reviewed and considered the Initial Study and Negative Declaration, and that six (6) comment letters were received during the public review process, prior to reaching its decision on the proposed Project. The Board certifies that its findings are based on a full appraisal of all viewpoints concerning the environmental impacts identified and analyzed in the Initial Study and Negative Declaration.

5. The Board finds that there is no substantial evidence in the record before it that the Project will have a significant effect on the environment.

6. The Initial Study and Negative Declaration for the Project, as submitted by the Sonoma County Water Agency's General Manager, is hereby adopted.

7. The Project is hereby approved and the Water Agency's General Manager is hereby directed to file a Notice of Determination with the County Clerk in conformance with the provisions of CEQA, State CEQA Guidelines, and the Water Agency's Procedures for the Implementation of CEQA.

8. The Clerk of the Board is designated as the custodian of the documents and other materials that constitute the record of the proceedings upon which the Board's decisions herein are based. These documents may be found at the office of the Clerk of the Board, 575 Administration Drive, Room 100A, Santa Rosa, CA 95403.

Directors:

Gorin: Rabbitt: Gore: Hopkins: Zane:

Ayes: Noes: Absent: Abstain:

So Ordered.

**Summary and response to comments received during public review period for the
Initial Study and Negative Declaration for the
Occidental County Sanitation District to Airport-Larkfield-Wikiup Sanitation Zone Wastewater
Transport Project**

The Initial Study and Negative Declaration of Environmental Impact (Initial Study) for the Proposed Project was posted with the State Clearinghouse and the Sonoma County Clerk on 29 September 2017. The Initial Study addresses the potential environmental impacts of the Proposed Project and determined that there is no substantial evidence that the Proposed Project would have an adverse impact upon the environment and therefore, no mitigation is required. A notice announcing the availability of the Initial Study for public review was sent to District ratepayers, stakeholders, interested persons, and property owners adjacent to the Proposed Project area on 29 September 2017. The review period for the Initial Study was from 29 September to 30 October 2017. Comments were received during the public review period from the North Coast Regional Water Quality Control Board (Regional Board), the California Department of Transportation, the Sierra Club Sonoma Group, and two interested persons.

The Regional Board requested additional information on treatment, storage, and disposal capacity at the Airport-Larkfield-Wikiup Sanitation Zone (ALWSZ) wastewater treatment facility. As discussed in the Utilities and Service Systems Impact Analysis section of the Initial Study and referenced in a memorandum, the ALWSZ wastewater treatment facility has the capacity to adequately treat, store, and dispose of the additional flows and meet all Title 22 requirements for the production of recycled water. The memorandum will be expanded upon receipt of a formal request from the Regional Board to include the expanded memorandum as a part of the request for a Report of Waste Discharge for the ALWSZ wastewater treatment facility. The Regional Board also requested additional information on the design and containment capacity of the filling and receiving stations, which will be provided once engineering designs have been finalized. The Regional Board identified the potential need for an anti-degradation study if the project would result in the need to dispose of more effluent than is currently allowed, however this Project would not result in the need to dispose more effluent than is currently allowed under the current ALWSZ wastewater treatment facility Waste Discharge Requirements, therefore an anti-degradation analysis is not needed. The Regional Board discussed concern about potential impacts to waterways from wastewater spills during transportation. As described in the Project Description and the Impact Analysis for Hazards and Hazardous Materials in the Initial Study, the District will provide training to staff and utilize the existing Spill Response Plan and Best Management Practices (BMPs) that are identified to avoid potential impacts that could occur in the unlikely event that an accident results in a spill that reaches surface waters. In addition, the Initial Study has been revised to include the title of the Spill Response Plan and also discloses that Water Agency staff are trained annually on response to sewage overflows and spills. The Regional Board expressed concern about storage capacity at the District if adverse weather conditions result in limitations to access to the District facilities for wastewater transportation. However, since the Water Agency has taken over the operation of District, there has not been a time when either the District Lift Station or the District wastewater treatment facility has been inaccessible

for more than 24 hours. While the District has capacity for “about one week’s peak inflow” during the wet season, capacity for a week of peak inflow is not needed to provide sufficient storage capacity at the District facilities. The Regional Board requests that Best Management Practices be implemented and identifies that a General Construction Stormwater Permit and Storm Water Pollution Prevention Plan (SWPPP) may be necessary if ground disturbance would total one acre or more. Although total ground disturbance will be limited to approximately 28,500 square feet or 0.65 acre, and a General Construction Stormwater Permit and Storm Water Pollution Prevention Plan are not required, the District will require the construction contractor to develop a Storm Water Pollution Prevention Plan as described in Best Management Practice 1 (BMP-1) and Best Management Practice 13 (BMP-13) of the Initial Study. The Regional Board comment letter states that most of the comments, which had been previously submitted for a similar project previously proposed, had not been addressed in this Initial Study. Staff prepared this current Initial Study considering the Regional Board’s previous comments, including comments received about specific Best Management Practices that are summarized in Table 1 of the Project Description in the Initial Study.

The California Department of Transportation provided a comment letter that refers to a previously proposed project to transport wastewater to the Russian River County Sanitation District in Guerneville and identifies potential permit requirements that are not relevant to the proposed project. The California Department of Transportation also identified the need for a transportation permit should the transportation of an oversize or excessive load on the State Transportation Network be necessary for the project, which the Water Agency and District routinely do when necessary.

The Sierra Club Sonoma Group comment letter questioned the detail provided in Table 6 of the Air Quality Impact Analysis section of the Initial Study. Water Agency staff revisited the tables in the Air Quality Impact Analysis section and determined that some figure totals were incorrect in Table 6 and Table 7, and corrected them in the revised version of the Initial Study. None of the corrections resulted in a change in the impact analysis conclusion of No Impact associated with potential Air Quality as a result of the construction, operation, and maintenance of the Proposed Project. The Sierra Club expressed support for the use of alternative fuel vehicles, and the Water Agency has an ongoing program of investing in alternative fueled vehicles where feasible. The Sierra Club expressed concern about road and traffic safety and the District will be utilizing public roadways that currently support vehicle use that is consistent with the vehicles proposed for wastewater transportation including water trucks, fuel trucks, septic hauling trucks, and winery trucks. The Sierra Club supports conservation efforts to reduce the amount of stormwater incursions into the wastewater collection system during high rainfall events. The District currently conducts regular inspections and maintenance of the collection system to repair leaks that allow rainfall to infiltrate the collection system, which serves to reduce inflow to the District and the amount of wastewater needed to be transported to the ALWSZ.

Peter Lescure, from Lescure Engineers Incorporated, provided a comment letter supporting the use of alternative treatment methods as a solution to the Cease and Desist Order restrictions and Waste Discharge Requirements of the District. However, Mr. Lescure also acknowledged the

obstacles to implementation of alternative treatment include garnering support from the Regional Water Quality Control Board for the methodology proposed, as well as the acquisition of land sufficient in size for all irrigation and storage needs at a cost that is affordable to District ratepayers, which is not currently available. Mr. Lescure also supports the reduction of stormwater incursions into the District collection system, which District Staff will continue to address through routine inspection and maintenance of the collection system to identify and repair leaks.

Finally, Heather Hendrickson provided two comment letters. The first comment letter (dated 29 September 2017) identified an error on the inset regional map on Figure 1 of the Initial Study, whereby Marin and Napa counties appear as part of the San Francisco Bay. The error has been corrected in the revised version of the Initial Study. In the second comment letter (dated 30 October 2017), Ms. Hendrickson asks about the cost of the Proposed Project in comparison to facility treatment upgrade alternatives. Costs for the Proposed Project were discussed in comparison to other alternatives in the Project Background section of the Initial Study. Ms. Hendrickson also asks about public notification for the Proposed Project. A Notice of Preparation of an Initial Study for the Proposed Project was posted at the Sonoma County Clerk's Office and California Governor's Office of Planning and Research State Clearinghouse on 26 May 2017 and sent to District ratepayers, stakeholders, interested persons, and property owners adjacent to the project area. The District held a public scoping meeting on 15 June 2017, during the public scoping period. The review period for the Notice of Preparation was from 26 May 2017 to 26 June 2017. The Initial Study and Negative Declaration of Environmental Impact (Initial Study) for the Proposed Project was posted with the State Clearinghouse and the Sonoma County Clerk on 29 September 2017. A notice announcing the availability of the Initial Study for public review was sent to District ratepayers, stakeholders, interested persons, and property owners adjacent to the Proposed Project area on 29 September 2017. A legal notice that the Initial Study was available for public review was published in the Press Democrat, and display ads were placed in the Sonoma West Times & News, and Windsor Times. The review period for the Initial Study was from 29 September 2017 to 30 October 2017.



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: December 12, 2017

Vote Requirement: Majority

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

Staff Name and Phone Number:

Kevin Campbell 547-1921

Supervisorial District(s):

First

Title: Sonoma Mountain Temporary Weather Radar Site

Recommended Actions:

Authorize the Sonoma County Water Agency's General Manager to execute a License Agreement with the County of Sonoma Department of General Services for the temporary installation of weather radar equipment at the County's Sonoma Mountain Antenna site in substantially the form provided to the Board following approval from County Counsel.

Executive Summary:

This item will authorize the Sonoma County Water Agency's (Water Agency) General Manager to execute a License Agreement with the County of Sonoma's Department of General Services to temporarily place mobile weather radar equipment at the County's Sonoma Mountain Antenna site. The weather radar will improve the National Weather Service's early warning capabilities to avoid life-safety and property threats from potential land sliding, debris flows, flooding, erosion, road hazards or other fire related problems that could be compounded from heavy rain events. The General Services Director has authority to execute agreements on behalf of the General Services Department for market rate transactions. The agreement includes payment of \$610 per month, which was determined to be the market rate for rental of the land and utilities, and so board authorization is not necessary.

Discussion:

On October 8, 2017, several fires started in Sonoma and Napa Counties that destroyed over 110,000 acres of land and over 6,900 structures. On October 9, 2017, Governor Edmund G. Brown Jr. issued an emergency proclamation for eight counties which included Napa and Sonoma counties. On October 10, 2017, the Federal Emergency Management Agency made federal disaster assistance available to the State of California. CalFire, California Geologic Survey, California Natural Resources Agency, California's Governor's Office of Emergency Services, California Department of Water Resources, and the California State Water Resource Control Board formed a Watershed Emergency Response Team (Response Team) to assess the risks of landslides and flooding posed by fire-impacted zones throughout the area. This assessment is used to develop preliminary emergency protection measures needed to avoid life-safety

threats that is supplied to the local officials. The first recommended action from the Response Team was to improve early warning detection systems utilizing data from a leased truck/trailer mounted radar system. This action is imperative due to the fact that the burn area, and the county as a whole, is in known “radar shadow” in our current NEXRAD weather monitoring system. A radar system situated at the County of Sonoma’s Sonoma Mountain Antenna Site would provide valuable data to mitigate potential threats to public health and safety from landslides, debris flows, flooding, erosion, or road hazards that could be caused from a heavy rain event. Deploying the permanent x-band radar being supplied under the Advanced Quantitative Precipitation Information System Project (AQPI), described below, is not feasible during the current wet season due to the lead time required to procure, construct, and deploy the unit. However, Water Agency and Colorado State University’s Cooperative Institute for Research in the Atmosphere have agreed that a unit currently under construction and owned by the University can be leased by the Water Agency under a separate agreement from the APQI Project until such time that the permanent unit can be installed. The terms of the agreement are currently being drafted and once agreed upon, will be brought to the Board for approval. The estimated cost of the lease is \$150,000. The Water Agency is currently in discussions with California Office of Emergency Services and the Federal Emergency Management Agency about the cost eligibility under multiple federal programs including the Public Assistance Program and Hazard Mitigation Grant Program. If found eligible, the Water Agency will be seeking full reimbursement for the agreement costs. Colorado State University is accelerating the construction schedule for its mobile radar to accommodate the Water Agency’s pressing needs. We expect to accept shipment and deploy the radar mid-January and it will remain deployed until the permanent radar is deployed or rainy season ends.

ADVANCED QUANTITATIVE PRECIPITATION INFORMATION SYSTEM:

The Water Agency and several other agencies in the Bay Area have collaborated with the National Oceanic and Atmospheric Administration, Colorado State University’s Cooperative Institute for Research in the Atmosphere, the United States Geological Survey – Pacific Coast and Marine Science Center, and the Center for Western Weather and Water Extremes at Scripps Institute of Oceanography, to develop a regional project called the “San Francisco Bay Area Advanced Quantitative Precipitation Information System.” (AQPI). Its goal is to provide early notification of more precise rainfall location, intensity, and amounts for the improved management of water supply reservoirs, the improved operations of combined sewer and wastewater systems, the improved operations of flood protection facilities, and a myriad of other benefits to transportation and emergency response agencies.

The primary emphasis of APQI will be to improve short-term (48 hour) monitoring and prediction of high-impact rainfall events. Grant funding will be used to place up to five new permanent radar units throughout the Bay Area to provide more precise rainfall forecasting for atmospheric rivers. The new radar system also will give flood control managers, emergency responders, transportation officials, and media outlets more precise information on just where, when, and the intensity of expected rainfall.

On August 15, 2017, the Board authorized the Water Agency’s General Manager to execute an agreement with the Board of Governors of the Colorado State University System in the amount of \$9,945,000 to construct and install the radar units. The radar units are custom built by Colorado State University and require significant lead time for component procurement and assembly. Units will be placed into service as they become available over the 4 year project period. The first units are expected to deploy in the spring/summer of 2018. As previously stated, the Water Agency is entering in to an additional agreement

with Colorado State University to temporarily lease an x-band radar system to provide the information to mitigate impacts from the October fires.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) COMPLIANCE:

The Water Agency, as the lead agency under CEQA, has determined the license agreement and the lease and installation of the radar system are exempt from the provisions of CEQA pursuant to Section 15303, New Construction or Conversion of Small Structures, and Section 15311, Accessory Structures, because the license agreement and temporary placement of a mobile weather radar equipment at the County's Sonoma Mountain Antenna site would not impact an environmental resource of hazardous or critical concern and would not result in any significant adverse or cumulative effect upon the environment. The Water Agency staff has prepared a Notice of Exemption for the project in accordance with the CEQA, the State CEQA Guidelines, and the Water Agency's Procedures for the Implementation of CEQA (on file with the Clerk). Should additional CEQA review or action be needed for the permanent radar equipment installation and operation, the Water Agency will return to the Board for additional authorization.

ACQUISITION OF PROPERTY RIGHTS REQUIRED FOR THE PROJECT:

In order to temporarily place and operate a radar system on the County's Sonoma Mountain Antenna site, the Water Agency must obtain a License Agreement from the County of Sonoma Department of General Services. The Water Agency and General Services have jointly prepared a License Agreement to provide the property rights needed to place and operate the radar system (on file with the Clerk). The agreement stipulates that the Water Agency will pay General Services the market rent of \$610 per month, which corresponds to the land rent and projected electricity costs for the proposed radar site.

Prior Board Actions:

- 10/10/2017: Resolution 17-0389 Proclaiming a Local Emergency Due to Existence of Multiple Fires.
- 08/15/2017: Agenda item authorizing the General Manager to execute an agreement with the Board of Governors of the Colorado State University System from system design and implementation services.
- 03/01/2016: Resolution Authorizing the General Manager or Designee to Execute an Agreement with the California Department of Water Resources for a Proposition 84 IRWMP Implementation Grant on Behalf of the San Francisco Bay Region.

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

This item supports the County goal of Safe, Healthy and Caring Community by improving the weather forecasting ability within Sonoma County to help prevent adverse effects from heavy rain events.

Our Organization, Goal 3: Continue to improve emergency preparation and response to natural disasters. The weather radar will improve the County's early warning capabilities to avoid life-safety threats from potential land sliding, debris flows, flooding, erosion, road hazards or other fire related problems that could be compounded from heavy rain event.

Fiscal Summary			
Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses	\$3,660		
Additional Appropriation Requested			
Total Expenditures	\$3,660		
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other	\$3,660		
Use of Fund Balance			
Contingencies			
Total Sources	\$3,660		
Narrative Explanation of Fiscal Impacts:			
Budgeted amount of \$3,660 is available from FY 2017/2018 appropriations for the San Francisco Bay Area Advanced Quantitative Precipitation Information System project (AQPI Project) in the Water Agency General 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:			
License Agreement			
Related Items "On File" with the Clerk of the Board:			
Notice of Exemption			

ROW/0-0-4/Sonoma Mountain Temporary Radar Site/Sonoma County
General Services/File ID 6867

REVOCABLE LICENSE AGREEMENT FOR USE OF COUNTY FACILITIES
Sonoma Mtn - SCWA

This Revocable License Agreement (“Agreement”), made and entered into on _____, 2017 (“Effective Date”), is by and between the COUNTY OF SONOMA, a political subdivision of the State of California (“County”), and SONOMA COUNTRY WATER AGENCY, a body corporate and politic, organized and existing under and by virtue of the laws of the State of California (“Licensee”). County and Licensee are sometimes collectively referred to herein as the "parties" and singularly, a "party."

R E C I T A L S

WHEREAS, County is the owner of that certain real property known 2482 Sonoma Mountain Road, Petaluma, California on Sonoma County APN 136-190-016, and as more particularly described in the Grant of Easement agreement attached as **Exhibit A**, attached hereto and made a part hereof (hereinafter, the “Site”); and

WHEREAS, Licensee has applied to the County to enter into an agreement to allow for the temporary placement of a trailer supporting weather radar equipment at the Site; and

WHEREAS, this Agreement represents County’s willingness to allow Licensee’s equipment to be temporarily placed the Site.

NOW, THEREFORE, in consideration of the Premises, as defined below, and of the agreements of the respective parties herein set forth, it is mutually agreed as follows:

A G R E E M E N T

1. License. The County hereby grants Licensee a license, subject to all the terms and conditions of this Agreement, to use the Site.
2. Premises. Licensee is hereby permitted to occupy and use a portion of the Site as specifically shown or described in **Exhibit B-1** attached hereto and made a part hereof (“Premises”), which consists of a 20’ x 20’ ground space where a temporary trailer can be located. Licensee is hereby permitted to operate and maintain the equipment listed on **Exhibit B-2** (“Weather Radar Facility”) on the Premises. Any change to said equipment will be made pursuant to Section 8 below. Licensee must coordinate access to the Premises by providing County at least three (3) business days prior notice by telephone to (707) 565-1984 during normal business hours, which access may only occur during normal business hours, will require a County escort and may be subject to fees. In the case of an after normal business hours emergency, Licensee may access the site any time provided Licensee contacts County Sheriff’s Office Dispatch at (707) 565-2110 and obtains a County escort, which may be subject to fees. Licensee shall have no other access rights to the Site or Premises. Unescorted access requires prior completion of a County mandated background check process.
3. Non-exclusive License. The license herein granted is non-exclusive. County continues to maintain and control the Site including, without limitation, leasing, sub-leasing and granting of additional licenses.

4. Term. The initial term of this Agreement ("Initial Term") shall be from December 15, 2017 and expiring at midnight on June 14, 2018 unless earlier terminated in accordance with Section 21 below.
5. License Fee. In consideration of Licensee's occupancy of the Premises, within thirty (30) days of full execution of this Agreement, Licensee shall submit payment to the County, at the address listed in **Section 26** below, the sum of Six Hundred and Ten Dollars (\$610.00) for the period of December 15, 2017 to January 14, 2018 and monthly thereafter on the 15th day of the month ("License Fee"). Said License Fee shall include the cost of utilities. The License Fee for any fractional month shall be prorated based on a thirty (30) day month.

Licensee's failure to pay County the License Fee within thirty (30) days of full execution of this Agreement, or monthly thereafter on the 15th day of the month, will result in immediate termination of this Agreement, at which time Licensee must cease operation of the Weather Radar Facility, remove its equipment and restore the Premises to a condition satisfactory to County. Licensee will remain obligated to pay County the License Fee and any other fees or penalties for the period that the Weather Radar Facility remains on the Premises.

6. Use. Licensee's use shall be limited to the operation of a trailer mounted Weather Radar Facility. No other use shall be permitted. Licensee shall maintain the Premises in a safe, clean and good order condition. Licensee shall be solely responsible for any cost or expense for any and all maintenance and/or repairs required by County or by County's Permit & Resource Management Department ("PRMD") in connection with Licensee's use of the Premises.
7. Utilities/Repairs/Maintenance.

7.1 Utilities - Electrical Power: Electrical power will be provided by the County. It is anticipated that the electrical power to be utilized by Licensee's equipment will be minimal and the cost is included in the License Fee. Licensee must provide the materials, equipment and labor required to connect to the County's power panel. All equipment, utility route and work related to the power connection must be approved in advance by the County and the work supervised by the County.

7.2 Site Repairs. In the event the County needs to conduct any repairs or maintenance of the Site in or about the Premises, the County shall provide reasonable notice to Licensee and Licensee agrees to cooperate with the County to accommodate said repairs or maintenance, which may include shutting down operation of the Weather Radar Facility.

7.3 Licensee's Facility Repairs. Licensee is solely responsible for the repair and maintenance of the Weather Radar Facility.

7.4. Licensee's Negligence or Willful Acts. Licensee shall reimburse County for the full cost of any repair(s) needed to the Site or Premises, as a result of Licensee's negligence or willful acts.

8. Equipment Installation and Operation. Licensee shall operate and maintain the equipment, described in **Exhibit B-2**, at its sole cost and expense. The prior written

approval of the County is required for any modifications or equipment change-outs, which approval will not be unreasonably withheld, conditioned or delayed, provided however that said review and approval may be subject to fees. Licensee's equipment shall be installed, operated and maintained in accordance with the highest standards now or hereafter generally employed for similar equipment and in accord with all FCC license requirements. In the event the installation, operation or maintenance of said equipment causes any direct or indirect interference with the operation of County's facilities, equipment or the equipment of County's tenants, or other licensees, Licensee shall correct said interference, at its sole cost and expense, to the satisfaction of County, within twenty-four (24) hours following County's written notice to Licensee of such interference. In the event said interference cannot be corrected, Licensee shall promptly remove said equipment or County may, in its sole discretion, shut down or remove the equipment or transmissions causing the interference.

9. Taxes. Licensee agrees to pay any and all lawful taxes, assessments, or charges which may at any time be levied by any public entity upon Licensee's Weather Radar Facility and any improvements made as a result of this Agreement.
10. Possessory Interest. Licensee expressly recognizes and understands that this Agreement may create a possessory interest subject to property taxation and that Licensee may be subject to the payment of property taxes levied on such interest.
11. Compliance with Laws. Licensee has represented to County and hereby warrants that Licensee has complied with all laws applicable to the acceptance and use of the Premises herein granted. Licensee shall observe and comply at all times with all applicable federal, state and county statutes and ordinances, rules, regulations, directives, and orders of governmental agencies, including all laws and regulations pertaining to hazardous materials, now in force or which may hereinafter be in force relating to or affecting the use of the Premises herein granted. Prior to full execution of this Agreement, Licensee shall provide County with all current licenses to operate the Weather Radar Facility and shall forward any new or renewal licenses during the Initial Term of this Agreement.

Licensee represents, warrants, and agrees that Licensee has not and will not, and will not permit any third party to use, generate, store or dispose of hydrocarbons or any other Hazardous Material (defined herein) on, under, about or within the Site. County represents, warrants, and agrees that County, to the best of its knowledge, has not, and will not use, generate, store or dispose of, or knowingly permit the use, generation, storage or disposal of, any Hazardous Material on, under, about or within the Site in violation of any law or regulation. County and Licensee acknowledge and agree that the other party may rely upon the foregoing representations and warranties. County and Licensee each agree to defend, indemnify and hold harmless the other party, and the partners, affiliates, agents and employees of the other party against any and all losses, liabilities, claims and/or costs (including reasonable attorney's fees and costs) arising from any breach of any representation, warranty or agreement contained in this Section. As used in this Section, "Hazardous Material" shall mean petroleum or any petroleum product, asbestos, any substance known to cause cancer and/or reproductive toxicity, and/or any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. The provisions of this Section 11 will survive expiration or termination of this Sublease.

12. Waste; Nuisance. Licensee shall not commit, suffer, or permit the commission by others of: (i) any waste or nuisance on the Premises; (ii) any action or use of the Premises which interferes or conflicts with the use of the Premises by County or any authorized person; or (iii) any action on the Premises in violation of any laws or ordinances.
13. Inspection. County shall be permitted to enter and inspect the licensed Premises at any and all times.
14. Extent of Grant of License. This Agreement and the license herein granted are valid only to the extent of County's jurisdiction as a land owner of the Premises. Acquisition of any other necessary permits or entitlements for use are the responsibility of Licensee. NOTHING CONTAINED IN THIS AGREEMENT SHALL BE CONSTRUED AS A RELINQUISHMENT OF ANY RIGHTS NOW HELD BY COUNTY.
15. Bankruptcy. In the event of bankruptcy of Licensee or writ of attachment of execution against Licensee, this Agreement shall, at the option of the County, immediately terminate.
16. Non liability of County. County, its officers, agents, and employees shall not be liable to Licensee for any loss or damage to Licensee or Licensee's property from any cause. Licensee expressly waives all claims against County, its officers, agents, and employees, unless such injury or damage is caused by or due to the sole negligence or willful misconduct of County, its officers, agents, and employees. Licensee hereby agrees to accept the Premises in its "as-is" physical condition and its "as-is" state of repair.
17. Indemnification. Licensee agrees to accept all responsibility for loss or damage to any person or entity, including but not limited to County, and to defend, indemnify, hold harmless, reimburse and release County, its officers, agents, and employees, from and against any and all actions, claims, damages, disabilities, liabilities and expense, including but not limited to attorneys' fees and the cost of litigation incurred in the defense of claims as to which this indemnity applies or incurred in an action by County to enforce the indemnity provisions herein, whether arising from personal injury, property damage or economic loss of any type, that may be asserted by any person or entity, including Licensee, arising out of or in connection with any of the circumstances described in Sections 17.1, 17.2, 17.3 and 17.4, whether or not there is concurrent negligence on the part of County, but, to the extent required by law, excluding liability due to the sole or active negligence or due to the willful misconduct of County, its officers, agents, and employees. If there is a possible obligation to indemnify, Licensee's duty to defend exists regardless of whether it is ultimately determined that there is not a duty to indemnify. County shall have the right to select its own legal counsel at the expense of Licensee, subject to Licensee's approval, which approval shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Licensee or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

17.1 Use of Premises. Use of the Premises in any manner by Licensee, its agents, employees, invitees, subtenants, licensees and contractors, and the agents, employees, patrons, contractors and invitees of subtenants, including any use of the Premises not allowed under this Agreement.

- 17.2 Breach by Licensee. Any breach by Licensee of the terms, covenants or conditions herein contained.
- 17.3 Approval of Agreement. The approval of this Agreement by County.
- 17.4 Other Activities. Any other activities of Licensee, its agents, employees and subtenants.
18. Insurance. N/A.
19. Liability for Loss or Damage to County Property. Licensee shall be liable to County for any loss or damage to the Premises arising from or in connection with Licensee's performance hereunder or any of its officers, agents, and employees.
20. Nondiscrimination. In the performance of this Agreement, Licensee shall comply with all applicable federal, state and local laws, rules and regulations regarding nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, sexual orientation, marital status, age, medical condition or disability.
21. Termination by County or Licensee and Equipment Removal.
- 21.1 Termination. County or Licensee may terminate this Agreement for any reason whatsoever upon thirty (30) days prior written notice to the other party. At the expiration of said thirty (30) day period, operation of Licensee's Weather Radar Facility must cease.
- 21.2 Equipment Removal. In the event either party provides notice of Termination, as specified in Section 21, the Weather Radar Facility must be removed and the Premises restored to a condition satisfactory to County within sixty (60) days of the date of the notice of Termination. The License Fee payment must be paid to County through the date of removal of the Weather Radar Facility and restoration of the Premises to a condition satisfactory to County.
22. License is Personal. The license herein granted is personal to Licensee and no right hereunder may be assigned, sublet, or otherwise transferred in whole or in part without the prior written consent of County, and any attempt to assign, sublet or transfer shall be of no force or effect whatsoever unless and until County shall have given its written consent thereto. County may withhold its consent for any reason.
23. Provisions are Conditions of Use/Occupancy. Each provision of this Agreement and of Exhibit C, which is attached to and incorporated herein, shall be deemed a condition of the right of Licensee to use or continue to occupy the Premises. Notwithstanding anything stated to the contrary herein, if Licensee fails to perform any provision of this Agreement at the time and in the manner herein provided, County may at its option immediately terminate this Agreement upon written notice to Licensee; this right to terminate shall be cumulative to any other legal right or remedy available to County.
24. Licensee to Act in Independent Capacity. Licensee, its officers, agents, and employees shall act in an independent capacity and shall not represent themselves to be or be construed to be officers, agents, or employees of County.

25. License Not a Lease. This Agreement does not constitute a lease, but constitutes a mere revocable license and Licensee is limited to the use of the Premises expressly and specifically described above. Notwithstanding the foregoing, it is expressly understood that all rights granted to Licensee under this Agreement are irrevocable until this Agreement expires or sooner terminates as provided herein. If access routes are not specifically described in Section 2 of this Agreement, Licensee shall be entitled to use only the access route(s) designated by the County. Licensee shall have no right or privilege in any respect whatsoever to use any other part of the property of County for any purpose whatsoever. Licensee disclaims any interest that when coupled with the license herein granted would render it irrevocable, except as set forth above.

26. Notice. Any notice required or permitted to be given under this Agreement shall be in writing. Delivery of such written notice shall be conclusively taken as sufficiently given forty-eight (48) hours after deposit in the United States Mail, registered or certified, return receipt requested, with the postage thereon fully prepaid, addressed as follows:

If to COUNTY: County of Sonoma
General Services Department
Attn. Real Estate Manager
2300 County Center Drive, Suite A200
Santa Rosa, CA 95403

If to LICENSEE: Sonoma County Water Agency
404 Aviation Boulevard
Santa Rosa, CA 95403
Attn: Kevin Campbell, Supervising Right-of-Way Agent
Telephone: 707-547-1921
Email: kevinc@scwa.ca.gov

Either party may at any time change its address for notices by giving written notice of such change to the other party in the manner provided in this Section 26.

27. No Continuing Waiver. The waiver by County of any breach of any of the provisions of this Agreement shall not constitute a continuing waiver of any subsequent breach of the same, or of any other provision of this Agreement.

28. Surrender. Upon the expiration or sooner termination of this Agreement, Licensee, at its sole cost and expense, shall remove, revise, or relocate such of its structures and equipment as is designated by County, restore the Premises to its original condition, and vacate the Premises. Should Licensee neglect to restore the Premises to a condition satisfactory to County, County may perform such work or have the work performed, and Licensee shall immediately reimburse County for all direct and indirect costs associated with such work upon receipt of a statement therefor.

29. General Provisions.

29.1 Time of Essence. Time is and shall be of the essence of this Agreement and of each and every provision contained in this Agreement.

29.2 Incorporation of Prior Agreements; Amendments. This Agreement contains all the agreements of the parties with respect to any matter mentioned herein. No

prior agreement, or understanding pertaining to any such matter shall be effective. This Agreement may be modified in writing only, signed by the parties in interest at the time of the modification, and this sentence may not be modified or waived by any oral agreement, whether executed or unexecuted.

- 29.3 Binding Effect; Choice of Law. This Agreement shall be binding upon and inure to the benefit of the parties, their personal representatives, successors, and assigns. This Agreement shall be governed by the laws of the State of California and any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the County of Sonoma.
- 29.4 Amount Due Payable in U.S. Money. All sums payable under this Agreement must be paid in lawful money of the United States of America.
- 29.5 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.
- 29.6 Construction of Agreement; Severability. To the extent allowed by law, the provisions in this Agreement shall be construed and given effect in a manner that avoids any violation of statute, regulation, or law. County and Licensee agree that in the event any provision in this Agreement is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such provision shall in no way affect any other provision in this Agreement. Licensee and County acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Licensee and County further acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.
- 29.7 Relationship. The parties intend by this Agreement to establish the relationship of licensor and licensee only, and do not intend to create a partnership, joint venture, joint enterprise, or any business relationship other than that of licensor and licensee.
- 29.8 Captions. The captions in this Agreement are for convenience only and are not a part of this Agreement. The captions do not in any way limit or amplify the provisions hereof, and shall have no effect upon the construction or interpretation of any part hereof.
- 29.9 Certified Access Specialist Disclosure. Pursuant to California Civil Code Section 1938, the subject property has not been inspected by a “Certified Access Specialist”.

LICENSEE HAS CAREFULLY READ AND CONSIDERED THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT AND HEREBY AGREES THAT LICENSEE SHALL BE BOUND BY ALL SAID TERMS AND CONDITIONS.

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

(SIGNATURES APPEAR ON NEXT PAGE)

LICENSEE”:

Sonoma County Water Agency

By: _____

Print Name: _____

Title: _____

Date: _____

“COUNTY”:

COUNTY OF SONOMA,
a political subdivision of the State of California

By: _____

Printed Name: _____

Title: Director, Department of General Services

Date: _____

The General Services Director is authorized to execute this Agreement pursuant to authority delegated under Chapter 2 of the Sonoma County Code.

APPROVED AS TO FORM
FOR COUNTY:

Deputy County Counsel

APPROVED AS TO SUBSTANCE FOR COUNTY AND
EVIDENCE OF INSURANCE ON FILE:

Marc McDonald
Real Estate Manager

Sheriff

BOOK 1 (K) PARCELS
1947/8-10-33

EXHIBIT "A"

GRANT OF EASEMENTS

THIS INDENTURE, made this 18 day of August, 1959,
by and between JOHN L. STEVENSON, hereinafter designated Grantor,
and the COUNTY OF SONOMA, a political subdivision of the State of
California, hereinafter designated Grantee.

W I T N E S S E T H:

That for and in consideration of the public services to be
performed by Grantee and the mutual benefits to be derived by the
parties hereto, Grantor does by these presents grant unto Grantee
its agents, invitees and licensees perpetual easements and rights
of way for the sole purpose of establishing, constructing, recon-
structing, maintaining, repairing, renewing and using a roadway
only to the installation and operation of communications systems
across that certain real property lying and being in the County
of Sonoma, State of California, more particularly described as
follows:

"Being a portion of Sections 24 and 25 T. 6 N.R. 7W.,
M.D.M. and a portion of the lands of John L. Stevenson,
as recorded in Book 713, Official Records, Page 137 and
being more particularly described as follows;

"PARCEL II. Beginning at Point "A" as described in
Parcel I; thence N. 89° 04' W., 20.45 feet; thence S.
11° 03' E., 1333.37 feet to a point 40.00 feet westerly
of the fence line dividing the lands of the above
mentioned John L. Stevenson and the lands of Alan J.
and Mary Louise Lowrey as recorded in Book 1119,
Official Records, Page 423; thence southerly 40.00 feet
from and parallel to the above said dividing fence line
to a point in the fence dividing the said lands of John
L. Stevenson and the lands of Charlott A., Alexander
C., and James C. Anderson; Genevive Smith, Joe A. and
Harrison M. Anderson as recorded in Book 387, Official
Records, Page 255; thence easterly along said dividing
fence line to a point in the westerly line of the above
mentioned Lot 380, said point being a common corner of
the above said lands of Stevenson, Anderson et al. and

Lowrey; thence northerly along said fence line dividing the said lands of John L. Stevenson and Alan J. and Mary Louise Lowrey to the most northerly corner of said Lot 380; thence N. 35° 27' E., 4.25 feet; thence N. 11° 03' W., 1342.03 feet; thence N. 89° 04' W., 20.45 feet to the point of beginning.

Containing 3.363 acres more or less."

Said road easements will be confined within a strip of land forty feet in width.

And, in addition, for the above consideration Grantor does by these presents grant unto Grantee, its agents, invitees and licensees perpetual easement for the purpose of establishing, constructing, reconstructing, maintaining, repairing, renewing a communications system on that certain real property lying and being in the County of Sonoma, State of California, more particularly described as follows:

"Being a portion of Sections 24 and 25 T. 6 N.R. 7W., M.D.M. and a portion of the lands of John L. Stevenson, as recorded in Book 713, Official Records, Page 137 and being more particularly described as follows:

"PARCEL I. Beginning at a point marked Point "A" from which the Section corner of Sections 24 and 25 T. 6 N.R. 7W., M.D.M. and Sections 19 and 30, T. 6 N.R. 6 W., M.D.M. bears S. 28° 50' 20" E., a distance of 1923.32 feet, also from said point "A" the most northerly corner of Lot 380 of Rowe's Subdivision of Petaluma Rancho as recorded in Book 21 of Maps, Page 1, Sonoma County Records, bears S. 11° 46' E., a distance of 1349.33 feet; thence N. 89° 04' W., 125.00 feet; thence N. 0° 56' E., 250.00 feet; thence S. 89° 04' E., 250.00 feet; thence S. 0° 56' W. 250.00 feet; thence N. 89° 04' W., 125.00 feet to the point of beginning.

Containing 1.435 acres more or less."

This easement is made on conditions that:

1. Allow Grantors to make use of any roadway constructed or maintained by Grantee hereunder for access to Grantor's premises provided Grantors shall, without cost to Grantee and without undue delay, repair any

damage other than ordinary wear and tear caused to said roadway because of use by Grantors or their agents.

- 2. Grantee shall be permitted to assign said road easement without permission of the Grantors to State agencies for communications purposes only and to P. G. & E. for the purpose of maintaining servicing and meter-reading equipment owned by the said P. G. & E. at the Repeater Site.
- 3. Grantee shall fence the loading area owned by Grantors adjacent to that portion of said road that passes through the property of the Andersons and rebuild the line fence between the properties of the Grantor and Alan J. Lowrey and install aluminum gates at the County road and the Stevenson property line and a cattle guard adjacent to the gate at the Stevenson line, said fence to be a sheep-type fence of specifications particularly set forth in Exhibit "A" attached hereto. Locking space on the aforesaid gates shall be provided by the Grantee for only those locks of the State of California, County of Sonoma, John Stevenson, Charlotte Anderson, et al. and the P. G. & E.
- 4. Grantor reserves the right to allow the P. G. & E. to construct and maintain a 60 KV electrical transmission line along and across the aforesaid easement, but only to the extent that such construction and maintenance does not interfere with Grantee's use of said easement.
- 5. If said easement is permanently abandoned by the Grantee, its successors and assigns, said easement shall be deemed extinguished, and all rights therein shall revert to the Grantor.

6. All taxes on the Repeater Site and improvements thereon to be paid by the Grantee during the term of this easement.

7. The above mentioned holding area shall be bulldozed to rough level grade by the Grantee.

IN WITNESS WHEREOF, the said Grantors and Grantee have executed this instrument the day and year first above written.

[Handwritten Signature]
Grantor

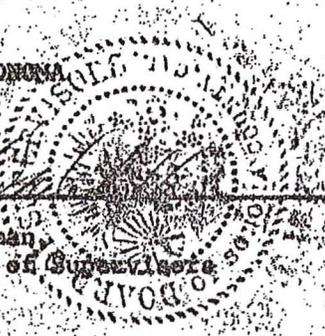
Grantor

COUNTY OF SONOMA
(Grantee)

ATTEST:

[Handwritten Signature]
Deputy Clerk

By *[Handwritten Signature]*
Chairman,
Board of Supervisors



STATE OF CALIFORNIA)
: ss.
COUNTY OF SONOMA)

On this 20th day of January, 1960, before me, John W. McLisa, a Notary Public in and for the County of Sonoma, State of California, personally appeared JOHN L. STEVENSON, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the Sonoma County of California the day and year in this certificate first above written.

[Handwritten Signature]
Notary Public in and for the County of Sonoma, State of California.
Commission expires Oct 6, 1961



On this 26th day of January 1966, before me
Helen M. Hightower a Notary Public in and for the County of
Sonoma, State of California, personally appeared CARSON MITCHELL,
known to me to be the person by law empowered to sign all duly
authorized contracts, deeds, bonds, and other legal instruments in
which the County is a party, in the name and on behalf of the County,
and known to me to be the person who executed the within instrument
on behalf of the County of Sonoma, a political subdivision, therein
named, and acknowledged to me that such county executed the same.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed
my official seal the day and year in this certificate first above
written.

Helen M. Hightower
Helen M. Hightower
Notary Public in and for the County
of Sonoma, State of California. My
Commission Expires April 1, 1967

EXHIBIT "A"

Specifications on Fences

Fences to be erected as designated in paragraph 3 of this agreement,
shall be constructed as follows:

The sheep-type fence shall be made of 39 inch woven wire with
12" stays with two strands 4-point barbed wire at top.

Posts to be 4 x 5 split redwood 7 ft. long or
iron tee posts 6½ ft. long, spaced every 10 feet with 3 redwood
braced posts every 320 feet.

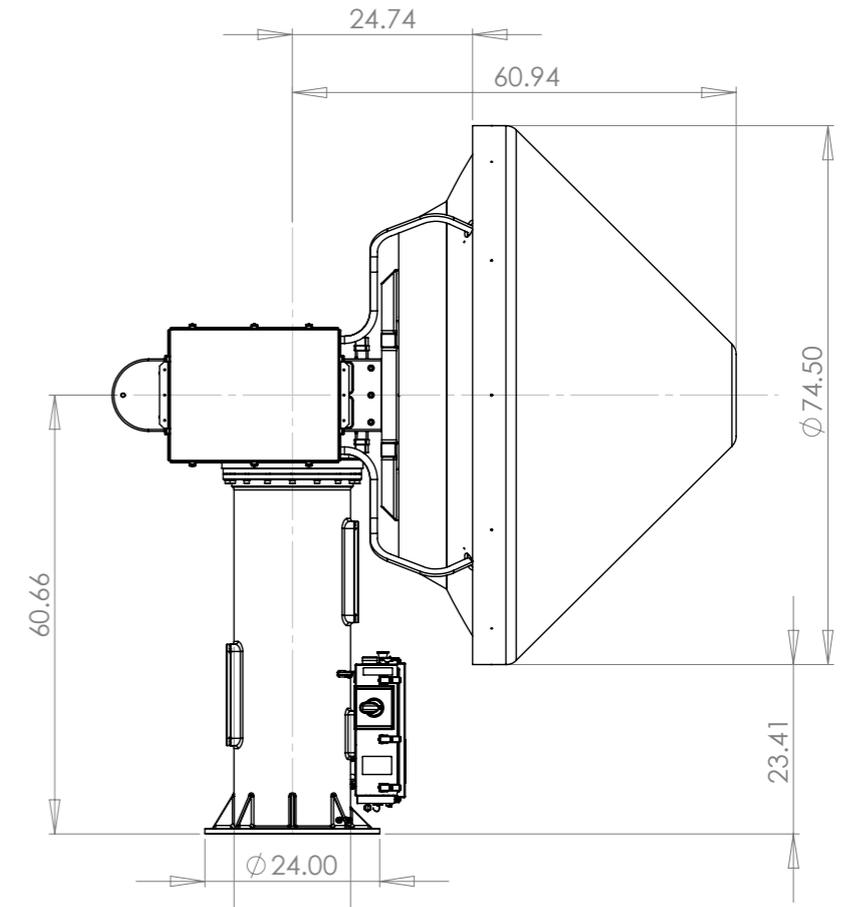
All posts to be tied or anchored down at all low points.

Exhibit B-1

“Premises”

Insert Google Earth Shot with 20' x 20' Premises Identified

MOBILE RADAR LAYOUT



Combined weight trailer+radar ~2800 lb.

4

3

2

1

F

F

E

E

D

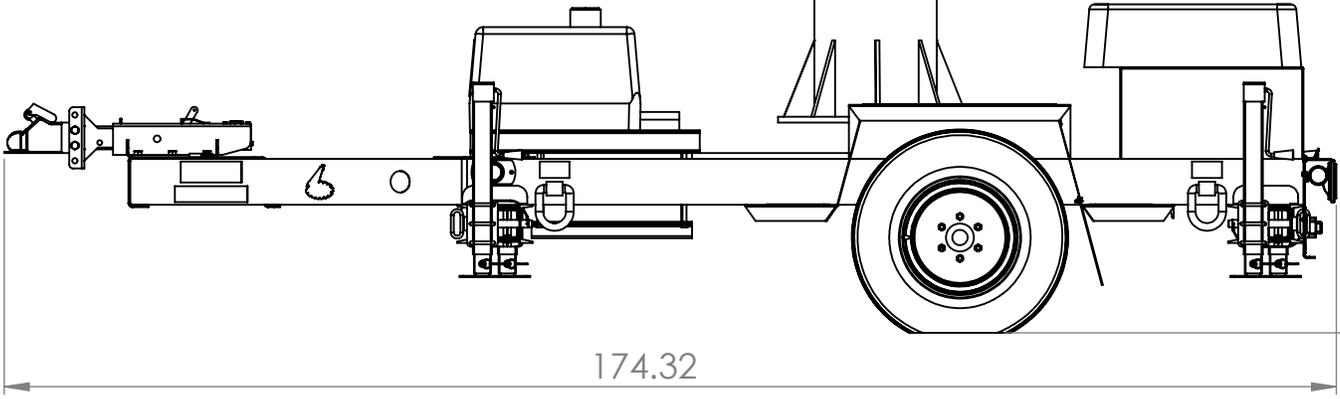
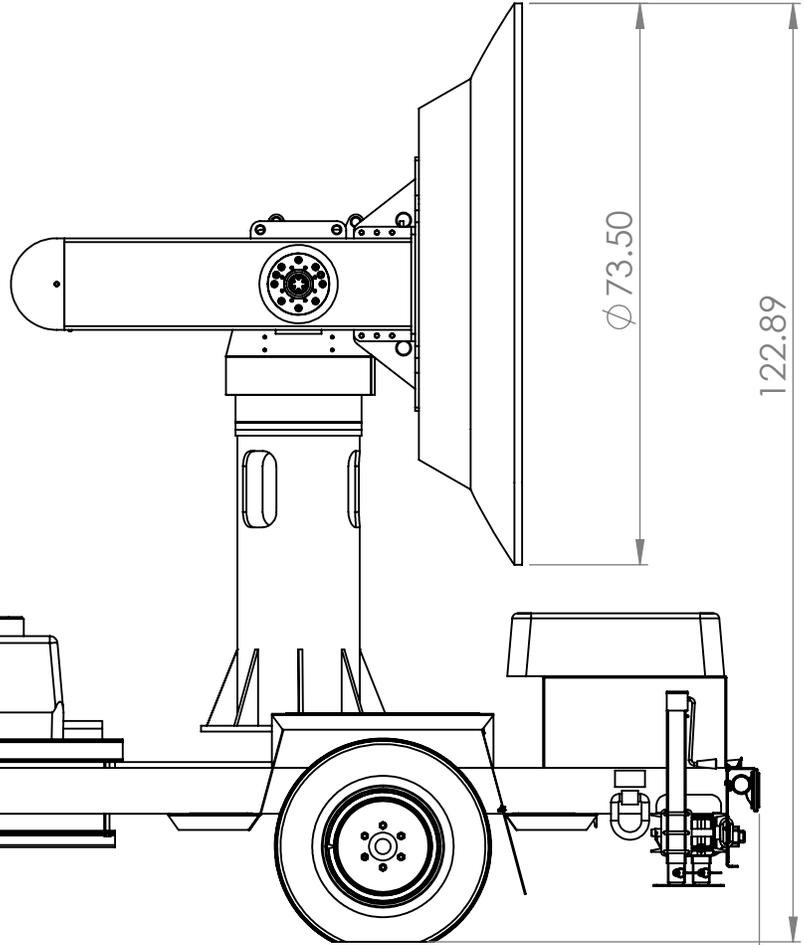
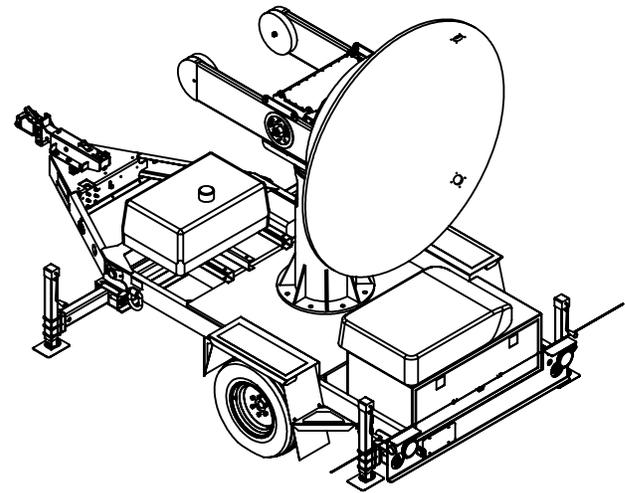
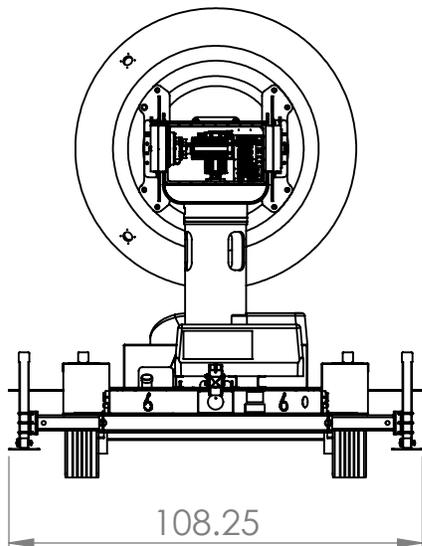
D

C

C

B

B



A

A

PROPRIETARY AND CONFIDENTIAL
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		DIMENSIONS ARE IN INCHES TOLERANCES: FRACTIONAL ± ANGULAR: MACH ± BEND ± TWO PLACE DECIMAL ± THREE PLACE DECIMAL ±		NAME	DATE
		MATERIAL		DRAWN	
		FINISH		CHECKED	
NEXT ASSY	USED ON			ENG APPR.	
APPLICATION		DO NOT SCALE DRAWING		MFG APPR.	
				Q.A.	
				COMMENTS:	

WEATHER RADAR ASSEMBLY

SIZE DWG. NO. REV.
A DMA.167.00200-2
 SCALE:1:25 WEIGHT: "SW-Mass@Metric Part.SLDPRT SHEET 3 OF 3

4

3

2

1

Exhibit C

Rules and Regulations SONOMA MTN – SCWA - 2017

1. No sign, placard, name or notice shall be installed on or about the Site or Premises without the written consent of County, and County shall have the right to remove any such sign, placard, name or notice without notice to and at the expense of Licensee.
2. Access roads shall not be obstructed by Licensee or used for any purpose other than for ingress to and egress from the Site and Premises.
3. Access, electric lock combination and keys for gates must be authorized by the Telecommunications Bureau Manager or designee, Sonoma County Sheriff's Office (telephone: (707) 565-1984). Licensee shall not alter any lock or install any new or additional locks or any bolts on any gates, doors or windows of the Site or Premises.
4. County will direct Licensee as to where and how cables, wires and chases, if any, are to be introduced. No boring or cutting for wires will be allowed without the written consent of County.
5. County reserves the right to exclude or expel from the Site or Premises any person who violates any of these rules and regulations or the License to which these rules and regulations are made a part.
6. All gates and doors shall be left locked when the Site or Premises are not in use.
7. Any request by Licensee for equipment or frequency additions or changes must be submitted, in writing, to the Telecommunications Bureau Manager or designee, Sonoma County Sheriff's Office and approved by County prior to any work being conducted.
8. Any interference caused by Licensee's equipment shall be resolved, to the County's satisfaction, within twenty four (24) hours of telephonic notice to Licensee. If Licensee's equipment is causing interference which may put first responders or the public at risk, the County may, in its sole discretion, immediately shut down or remove the equipment or transmissions causing the interference.
9. Licensee is not permitted to access the Site Towers or change any antennas, feed lines or tower attachments without the prior written consent of the County. Said prior written consent may be subject to fees and confirmation of Licensee's insurance and personnel certifications.
10. Licensee shall not use or keep in the Premises any kerosene, gasoline or inflammable or combustible fluid or other hazardous material, or use any method of heating or air conditioning other than that supplied by County.



County of Sonoma Agenda Item Summary Report

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

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

To: Sonoma County Board of Supervisors

Board Agenda Date: December 12, 2017

Vote Requirement: Majority

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

Staff Name and Phone Number:

Erick Roeser 565-3295

Supervisorial District(s):

All

Title: Exigent Period Disaster Recovery Management Services Agreement

Recommended Actions:

Authorize the Auditor-Controller-Treasurer-Tax Collector to execute an exigent period agreement with Ernst & Young LLP for County-wide comprehensive disaster recovery management services related to the 2017 Sonoma Complex Fires for the period of December 12, 2017, through February 12, 2018, in an amount not to exceed \$100,000, with the option to extend for two 30-day periods.

Executive Summary:

This item authorizes the Auditor-Controller-Treasurer-Tax Collector to execute a disaster recovery management services agreement with Ernst & Young LLP related to the 2017 Sonoma Complex Fires for the period of December 12, 2017, through February 12, 2018. This exigent period agreement will ensure that the County receives expert guidance during a critical period in the disaster recovery process when federal and state funding is negotiated and eligible disaster response and recovery work is defined. The Auditor-Controller-Treasurer-Tax Collector will work with the County Administrator to immediately begin a formal Request For Proposal process to secure a long-term contract for disaster recovery management services that will meet FEMA's stringent procurement requirements.

Discussion:

On October 9, 2017, the Emergency Operations Center was activated in response to several fires that became known as the Sonoma Complex Fires. The widespread scale of the destruction caused the Governor of the State of California to proclaim a State of Emergency (declaring eligibility for State assistance) and caused the President of the United States to declare a major disaster for the State of California, making the Complex Fires eligible for Federal assistance.

The County has incurred millions of dollars in disaster response costs and will continue to incur significant costs as we move into recovery efforts. Maximizing financial recovery is an integral piece of the County's overall recovery from this disaster. Federal funding is accompanied by strict and complex rules, processes, procedures, and oversight. Significant knowledge of the federal disaster grant

management process will be essential for our County to successfully navigate from disaster response and recovery through the grant application, reimbursement, and closeout processes.

Given the magnitude and complexity of this disaster, the Auditor-Controller-Treasurer-Tax Collector recommends executing an exigent period disaster recovery management services agreement with Ernst & Young LLP to guide the County through this critical period in the disaster recovery process, while the County initiates a formal Request for Proposal process for these needed services.

The scope of the disaster recovery management services agreement includes but is not limited to:

- Assist in the measurement, formulation, and presentation of damage assessments
- Attend and participate in key meetings such as the Applicant Briefing, Kickoff Meeting, and other meetings with federal and state agencies as required
- Advise the County on alternate sources of funding beyond FEMA
- Assist the County in obtaining immediate needs funding or cash advances to the extent eligible
- Assist the County in tracking and documenting labor, equipment usage, consultant and contractor costs, and material consumption in a manner that meets FEMA requirements for reimbursement
- Perform a gap analysis of FEMA reimbursement deficiencies
- Assist in the appeals process for any eligibility or other rulings that are not in the County's favor
- Review hazard mitigation opportunities under the Hazard Mitigation Grant Program or other grant programs and assist the County in the filing process for any mitigation grant requests

Prior Board Actions:

Strategic Plan Alignment

Goal 2: Economic and Environmental Stewardship

Fiscal Summary			
Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses	\$100,000	\$0	\$0
Additional Appropriation Requested			
Total Expenditures	\$100,000	\$0	\$0
Funding Sources			
General Fund/WA GF			
State/Federal	\$50,000	\$0	\$0
Fees/Other			
Use of Fund Balance	50,000	0	0
Contingencies			
Total Sources	\$100,000	\$0	\$0
Narrative Explanation of Fiscal Impacts:			
<p>A portion of tasks performed by the consultant will qualify for state and federal reimbursement as direct administrative costs; however, the percentage of costs that will be reimbursed cannot be determined prior to completion of the grant claiming process. We estimate approximately 50% of the overall costs will qualify as direct administrative costs.</p> <p>The expenditures related to this disaster recovery management services agreement as well as all reimbursements for direct administrative costs received as a result of the Sonoma Complex Fire disaster claim will be retained in the General Fund Disaster Fund.</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) Ernst and Young Exigent Period Disaster Recovery Management Services Agreement			

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

Standard Professional Services Agreement (“PSA”) Revision G – June 2016

AGREEMENT FOR CONSULTING/PROFESSIONAL SERVICES

This agreement ("Agreement"), dated as of December 12, 2017 (“Effective Date”) is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and **Ernst & Young LLP** (hereinafter "Consultant").

R E C I T A L S

WHEREAS, Consultant represents that it is a duly qualified experienced in post-fire Comprehensive Disaster Management Services and related services; and

WHEREAS, in the judgment of the **Auditor-Controller-Treasurer-Tax Collector**, it is necessary and desirable to employ the services of Consultant for specific post fire disaster assessments, FEMA Public Assistance support, and cost/reimbursement recovery support through the FEMA disaster response and recovery period.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

A G R E E M E N T

1. Scope of Services.

1.1 Consultant's Specified Services.

1.2 Cooperation With County. Consultant shall cooperate with County and County staff in the performance of all work hereunder.

1.3 Performance Standard. Consultant shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Consultant's profession. County has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release. If County determines that any of Consultant's work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Consultant to meet with County to review the quality of the work and resolve matters of concern; (b) require Consultant to repeat the work at no additional charge until it is

satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 4; or (d) pursue any and all other remedies at law or in equity.

1.4 Assigned Personnel.

- a. Consultant shall assign only competent personnel to perform work hereunder. In the event that at any time County, in its sole discretion, desires the removal of any person or persons assigned by Consultant to perform work hereunder, Consultant shall remove such person or persons immediately upon receiving written notice from County.
 - b. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by County to be key personnel whose services were a material inducement to County to enter into this Agreement, and without whose services County would not have entered into this Agreement. Consultant shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of County.
 - c. In the event that any of Consultant's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Consultant's control, Consultant shall be responsible for timely provision of adequately qualified replacements.
2. Payment. For all services and incidental costs required hereunder, Consultant shall be paid based on actual time incurred at the hourly rates set forth below, plus expenses incurred at actual cost; however, total payments to Consultant shall not exceed \$100,000 for the first two months. Consultant shall submit its bills in arrears on a monthly basis in a form approved by County's Auditor and the Head of the County Department receiving the services. The bills shall show or include: (i) the task(s) performed; (ii) the time in quarter hours devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by the Agreement shall not be reimbursed.

Consultant Rates for Sonoma County, CA	
Role	Bill Rate/Hour
Project Executive	298
Subject Matter Expert	279
Project Manager	298
Project Accountant	253
Senior Closeout Specialist	279
Closeout Specialist	186
Manager	253
Senior Consultant	186
Staff Consultant	133

Unless otherwise noted in this Agreement, payments shall be made within the normal course of County business after presentation of an invoice in a form approved by the County for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by the County.

Pursuant to California Revenue and Taxation code (R&TC) Section 18662, the County shall withhold seven percent of the income paid to Consultant for services performed within the State of California under this agreement, for payment and reporting to the California Franchise Tax Board, if Consultant does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

If Consultant does not qualify, County requires that a completed and signed Form 587 be provided by the Consultant in order for payments to be made. If Consultant is qualified, then the County requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, the Consultant agrees to promptly notify the County of any changes in the facts. Forms should be sent to the County pursuant to Article 12. To reduce the amount withheld, Consultant has the option to provide County with either a full or partial waiver from the State of California.

3. Term of Agreement. The term of this Agreement shall be from “Effective Date” to February 12, 2018 unless terminated earlier in accordance with the provisions of Article 4 below. This Agreement may be extended for two 30 day periods upon the mutual written agreement of both parties.

4. Termination.

4.1 Termination Without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, County shall have the right, in its sole discretion, to terminate this Agreement by giving 5 days written notice to Consultant.

4.2 Termination for Cause. Notwithstanding any other provision of this Agreement, should Consultant fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, County may immediately terminate this Agreement by giving Consultant written notice of such termination, stating the reason for termination.

4.3 Delivery of Work Product and Final Payment Upon Termination.

In the event of termination, Consultant, within 14 days following the date of termination, shall deliver to County all reports, original drawings, graphics, plans, studies, and other data or documents, in whatever form or format, assembled or prepared by Consultant or Consultant’s subcontractors, consultants, and other agents in connection with this Agreement and shall submit to County an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

4.4 Payment Upon Termination. Upon termination of this Agreement by County, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and reimbursable expenses properly incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total payment; provided, however, that if services which have been satisfactorily rendered are to be paid on a per-hour or per-day basis, Consultant shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to the termination times the applicable hourly or daily rate; and further provided, however, that if County terminates the Agreement for cause pursuant to Section 4.2, County shall deduct from such amount the amount of damage, if any, sustained by County by virtue of the breach of the Agreement by Consultant.

4.5 Authority to Terminate. The Board of Supervisors has the authority to terminate this Agreement on behalf of the County. In addition, the Purchasing Agent or Auditor-Controller-Treasurer-Tax Collector Department Head, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County.

5. Indemnification. Consultant 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 Consultant, that arise out of, pertain to, or relate to Consultant's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Consultant agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to such Consultant'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 or contributory 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.

6. Insurance. With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain, insurance as described in Exhibit A, which is attached hereto and incorporated herein by this reference.

7. Prosecution of Work. The execution of this Agreement shall constitute Consultant's authority to proceed immediately with the performance of this Agreement. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike,

lockout, or similar labor disturbances, the time for Consultant's performance of this Agreement shall be extended by a number of days equal to the number of days Consultant has been delayed.

8. Extra or Changed Work. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Minor changes, which do not exceed the delegated signature authority of the Department Head and which do not significantly change the scope of work or significantly lengthen time schedules may be executed by the Department Head in a form approved by County Counsel. The Board of Supervisors must authorize all other extra or changed work. The parties expressly recognize that, pursuant to Sonoma County Code Section 1-11, County personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Consultant 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 Consultant shall be entitled to no compensation whatsoever for the performance of such work. Consultant further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the County.

9. Representations of Consultant.

9.1 Standard of Care. County has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Consultant's work by County shall not operate as a waiver or release.

9.2 Status of Consultant. The parties intend that Consultant, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Consultant is not to be considered an agent or employee of County and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits County provides its employees. In the event County exercises its right to terminate this Agreement pursuant to Article 4, above, Consultant expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

9.3 No Suspension or Debarment. Consultant warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Consultant also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration. If the Consultant becomes debarred, consultant has the obligation to inform the County

9.4 Taxes. Consultant agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay

such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Consultant agrees to indemnify and hold County harmless from any liability which it may incur to the United States or to the State of California as a consequence of Consultant's failure to pay, when due, all such taxes and obligations. In case County is audited for compliance regarding any withholding or other applicable taxes, Consultant agrees to furnish County with proof of payment of taxes on these earnings.

9.5 Records Maintenance. Consultant shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to County for inspection at any reasonable time. Consultant shall maintain such records for a period of four (4) years following completion of work hereunder.

9.6 Conflict of Interest. Consultant covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Consultant further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by County, Consultant shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with County disclosing Consultant's or such other person's financial interests.

9.7 Statutory Compliance/Living Wage Ordinance. Consultant agrees to comply with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the County of Sonoma Living Wage Ordinance, 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. Without limiting the generality of the foregoing, Consultant expressly acknowledges and agrees that this Agreement may be subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

9.8 Nondiscrimination. Without limiting any other provision hereunder, Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

9.9 AIDS Discrimination. Consultant agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

9.10 Assignment of Rights. Consultant assigns to County all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Consultant in connection with this Agreement. Consultant agrees to take such actions as are necessary to protect the rights assigned to County in this Agreement, and to refrain from taking any action which would impair those rights. Consultant's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as County may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of County. Consultant shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of County.

9.11 Ownership and Disclosure of Work Product. All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement shall be the property of County. County shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Consultant shall promptly deliver to County all such documents, which have not already been provided to County in such form or format, as County deems appropriate. Such documents shall be and will remain the property of County without restriction or limitation. Consultant may retain copies of the above-described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of County.

9.12 Authority. The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of Consultant.

10. Demand for Assurance. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article limits County's right to terminate this Agreement pursuant to Article 4.

11. Assignment and Delegation. Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

12. Method and Place of Giving Notice, Submitting Bills and Making Payments. All notices, bills, and payments shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service. Notices, bills, and payments shall be addressed as follows:

TO: COUNTY: Auditor-Controller-Treasurer-Tax Collector
ATTN: Erick Roeser
585 Fiscal Drive, Suite 100
Santa Rosa, CA 95403-2819

TO: CONSULTANT: Ernst & Young LLP
One Victory Park
Suite 2000
2323 Victory Avenue
Dallas Texas, 75219

When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a notice, bill or payment is sent by facsimile or email, the notice, bill or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

13. Miscellaneous Provisions.

13.1 No Waiver of Breach. The waiver by County of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

13.2 Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Consultant and County acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement

will not be construed against one party in favor of the other. Consultant and County acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

13.3 Consent. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

13.4 No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

13.5 Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or the forum nearest to the city of Santa Rosa, in the County of Sonoma.

13.6 Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

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

13.8. Survival of Terms. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

13.9 Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

13.10 Federal Provisions. When an agreement is funded in whole or in part by financial assistance from the Federal Emergency Management Agency. Required provisions for contracts funded by such federal assistance are listed in Appendix II to Part 200 of Title 2 of the Code of Federal Regulations and are attached hereto as Exhibit B, incorporated herein by reference.

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

CONSULTANT: _____

By: _____

Name: _____

Title: _____

Date: _____

COUNTY: COUNTY OF SONOMA

CERTIFICATES OF INSURANCE ON
FILE WITH AND APPROVED AS TO
SUBSTANCE FOR COUNTY:

By: _____
Auditor-Controller-Treasurer-Tax
Collector

Date: _____

APPROVED AS TO FORM FOR COUNTY:

By: _____
County Counsel

Date: _____

Exhibit A

Exhibit B
FEDERAL PROVISIONS

I. DEFINITIONS

- A. Government** means the United States of America and any executive department or agency thereof.
- B. FEMA** means the Federal Emergency Management Agency.
- C. Third Party Subcontract** means a subcontract at any tier entered into by Consultant or subconsultant, financed in whole or in part with Federal assistance originally derived from the Federal Emergency Management Agency.

II. FEDERAL CHANGES

- A.** Consultant shall at all times comply with all applicable regulations, policies, procedures, and FEMA Directives as they may be amended or promulgated from time to time during the term of this Agreement, including but not limited to those requirements of 2 CFR 200.317 through 200.326 and more fully set forth in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards, which is included herein by reference. Consultant's failure to so comply shall constitute a material breach of this contract.
- B.** The Consultant agrees to include the above clause in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subconsultant who will be subject to its provisions.

III. ACCESS TO RECORDS

- A.** The Consultant agrees to provide the County, FEMA, the Comptroller General of the United States or any their authorized representatives access to any books, documents, papers, and records of the Consultant which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- B.** The Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C.** The Consultant agrees to maintain all books, records, accounts, and reports required under this Agreement for a period of not less than three years after the later of: (a) the date of termination or expiration of this Agreement or (b) the date County makes final payment under this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case, Consultant agrees to maintain same until the County, FEMA, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims, or exceptions related thereto.
- D.** The requirements set for in paragraphs A, B, and C above are all in addition to, and should not be considered to be in lieu of, those requirements set forth in Section 21 of the Agreement.

IV. DEBARMENT AND SUSPENSION

- A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Consultant is required to verify that none of the Consultant, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- B. Consultant represents and warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension" or on the USEPA's List of Violating Facilities. Consultant agrees that neither Consultant nor any of its third party subconsultants shall enter into any third party subcontracts for any of the work under this Agreement with a third party subconsultant who is debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under executive Order 12549 or on the USEPA's List of Violating Facilities. Gov. Code § 4477.
- C. The Consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. Consultant agrees to the provisions of Attachment 1, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions, attached hereto and incorporated herein. For purposes of this Agreement and Attachment 1, Consultant is the "prospective lower tier participant."
- D. The Consultant agrees to include paragraphs A and B above in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the paragraphs shall not be modified, except to identify the subconsultant who will be subject to its provisions.
- E. This certification is a material representation of fact relied upon by County. If it is later determined that the Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of California, the County, and the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- F. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

V. NO FEDERAL GOVERNMENT OBLIGATIONS TO CONSULTANT

- A. The County and Consultant acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Government, the Government is not a party to this contract and shall not be subject to any obligations or liabilities to the County, Consultant, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

- B. The Consultant agrees to include the above clause in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subconsultant who will be subject to its provisions.

VI. NOTICE OF REPORTING REQUIREMENTS

- A. Consultant acknowledges that it has read and understands the reporting requirements of FEMA in Part III of Chapter 11 of the United States Department of Justice's Office of Justice Programs Financial Guide, and agrees to comply with any such applicable requirements.
- B. The Consultant agrees to include the above clause in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subconsultant who will be subject to its provisions.

VII. ENERGY CONSERVATION REQUIREMENTS

- A. The Consultant agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201).
- B. The Consultant agrees to include paragraph A above in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subconsultant who will be subject to its provisions.

VIII. CLEAN AIR AND WATER REQUIREMENTS

- A. Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).
- B. Consultant agrees to report each violation of these requirements to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to FEMA and the appropriate EPA regional office.
- C. The Consultant agrees to include paragraph A and B above in each third party subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

IX. TERMINATION FOR CONVENIENCE OF COUNTY

See Paragraph 4.1 of the Agreement.

X. TERMINATION FOR DEFAULT

Consultant's failure to perform or observe any term, covenant or condition of this Agreement shall constitute an event of default under this Agreement. See Paragraph 4.2 of the Agreement.

XI. CHANGES.

See Paragraph 8 of the Agreement.

XII. LOBBYING (Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).)

- A. Consultant shall not use or pay any funds received under this Agreement to influence or attempt to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. Consultant agrees to the provisions of Attachment 2, Certification Regarding Lobbying, attached hereto and incorporated herein (applicable for contracts or subcontracts in excess of \$100,000).
- C. Consultant agrees to include paragraphs A and B above in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subconsultant who will be subject to its provisions.

XIII. MBE / WBE REQUIREMENTS

The County intends to seek reimbursement of its costs incurred in connection with this project from FEMA. Accordingly, the CONSULTANT shall make every effort to procure Minority and Women's Business Enterprises ("DBEs") through the "Good Faith Effort" process as required in 2 CFR 200.321. Failure to perform the "Good Faith Effort" process and submit the forms listed below with the bid shall be cause for a bid to be rejected as non-responsive and/or be considered as a material breach of the contract.

PRIME CONSULTANT RESPONSIBILITIES

All recipients of this grant funding, as well as their prime Consultants and subconsultants, must take all affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible make every effort to solicit bids from eligible DBEs. This information must be documented and reported.

"GOOD FAITH" EFFORT PROCESS

Any public or private entity receiving federal funds must demonstrate that efforts were made to attract MBE/WBEs. The process to attract MBE/WBEs is referred to as the "Good Faith" effort. This effort requires the recipient, prime Consultant and any subconsultants to take the steps listed below to assure that MBE/WBEs are used whenever possible as sources

of supplies, construction, equipment, or services. If a CONSULTANT fails to take the steps outlined below shall cause the bid to be rejected as non-responsive and/or be deemed a material breach of the contract.

- A. Place qualified small and minority businesses and women's business enterprises on solicitation lists;
- B. Assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- C. Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- D. Establish delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
- E. Use the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.
- F. If subcontracts are to be let, Consultant shall take the affirmative steps listed in 2 CFR 200.321.

XIV. PROCUREMENT OF RECOVERED MATERIALS (2 CFR 200.322)

Consultant shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

XV. INCORPORATION OF UNIFORM ADMINISTRATIVE REQUIREMENTS

The preceding provisions include, in part, certain standard terms and conditions required by FEMA, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by FEMA are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FEMA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Consultant shall not perform any act, fail to perform any act, or refuse to comply with any County requests that would cause County to be in violation of the FEMA terms and conditions.

XVI. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.

The Consultant acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Consultant's actions pertaining to this contract.

XVII. DHS SEAL, LOGO, AND FLAGS.

The Consultant shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

Attachment D1

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

(Lower Tier refers to the agency or Consultant receiving Federal funds, as well as any subconsultants that the agency or Consultant enters into contract with using those funds)

As required by Executive Order 12549, Debarment and Suspension, as defined at 44 CFR Part 17, County may not enter into contract with any entity that is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal Government from participating in transactions involving Federal funds. Consultant is required to sign the certification below which specifies that neither Consultant nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal agency. It also certifies that Consultant will not use, directly or indirectly, any of these funds to employ, award contracts to, engage the services of, or fund any Consultant that is debarred, suspended, or ineligible under 44 CFR Part 17.

Instruction for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definition and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility an Voluntary Exclusion – Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of its proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Consultant Signature

Date

Attachment D2

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loan, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Consultant Signature

Date



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors

Board Agenda Date: December 12, 2017

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Board of Supervisors 565-2241

Supervisorial District(s):

Countywide

Title: Board of Supervisors Calendar of Meetings for 2018

Recommended Actions:

Approve the County of Sonoma Board of Supervisors calendar of meetings for the year 2018.

Executive Summary:

The Board Chair has proposed the calendar of meetings for the year 2018.

Discussion:

Prior Board Actions:

Strategic Plan Alignment Goal 4: Civic Services and Engagement

Fiscal Summary			
Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			
Narrative Explanation of Fiscal Impacts:			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Board of Supervisors 2018 meeting calendar			
Related Items “On File” with the Clerk of the Board:			

2018 BOARD CALENDAR

Key dates:

January 16 Strategic Planning Retreat

January 30, 31 and February 1 Department Head Evaluations

February 2 State of the County

March 3-7 NACo Legislative Conf (Washington DC)

May 16-17 CSAC Legislative Conf (Sacramento)

June 11-22 Budget hearings

July 13-16 NACo Annual Conf (Nashville, TN)

Nov. 27-30 CSAC Annual Conf (San Diego)

January 2018

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1 New Year's Day Holiday	2	3	4	5	6
7	8	9 8:30a.m. Board Meeting	10 Special Closed Session Board Meeting (8:30am-2pm)	11	12	13
14	15 Martin Luther King Holiday	16 Board Strategic Planning Retreat/	17	18	19	20
21	22	23 8:30a.m. Board Meeting	24	25	26	27
28	29	30 Special Closed Session Board Meeting (All Day)	31 Special Closed Session Board Meeting (All Day)			

February 2018

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1 Special Closed Session Board Meeting (8:30am-11:30am)	2 State of the County	3
4	5	6 8:30a.m. Board Meeting	7	8	9	1
11	12 Lincoln's Birthday Holiday	13 8:30a.m. Board Meeting	14	15	16	17
18	19 President's Day Holiday	20	21	22	23	24
25	26	27 8:30a.m. Board Meeting	28			

March 2018

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1	2	3 NACo DC Legislative Conf
4 NACo DC Legislative Conf	5 NACo DC Legislative Conf	6 NACo DC Legislative Conf	7 NACo DC Legislative Conf	8	9	10
11	12	13 8:30a.m. Board Meeting	14	15	16	17
18	19	20 8:30a.m. Board Meeting	21	22	23	24
25	26	27 Special Closed Session Board Meeting	28	29	30	31

April 2018

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1 Easter	2	3 8:30a.m. Board Meeting	4	5	6	7
8	9	10 8:30a.m. Board Meeting	11	12	13	14
15	16	17 8:30a.m. Board Meeting	18	19	20	21
22	23	24 Special Closed Session Board Meeting	25	26	27	28
29	30					

May 2018

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1	2	3	4	5
6	7	8 8:30a.m. Board Meeting	9	10	11	12
13	14	15 Special Closed Session Board Meeting	16 CSAC Leg Conf	17 CSAC Leg Conf	18	19
20	21	22 8:30a.m. Board Meeting	23	24	25	26
27	28 Memorial Day Holiday	29	30	31		

June 2018

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2
3	4	5 8:30a.m. Board Meeting	6	7	8	9
10	11 Budget Hearings	12 8:30a.m. Board Meeting (Consent Only) Budget Hearings	13 Budget Hearings	14 Budget Hearings	15 Budget Hearings	16
17	18 Budget Hearings	19 Budget Hearings	20 Budget Hearings	21 Budget Hearings	22 Budget Hearings	23
24	25	26	27	28	29	30

July 2018

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2	3	4 Independence Day Holiday	5	6	7
8	9	10 8:30a.m. Board Meeting	11	12	13 NACO Annual Conf	14 NACO Annual Conf
15 NACO Annual Conf	16 NACO Annual Conf	17	18	19	20	21
22	23	24 8:30a.m. Board Meeting	25	26	27	28
29	30	31 Special Closed Session Board Meeting				

August 2018

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1	2	3	4
5	6	7 8:30a.m. Board Meeting	8	9	10	1
12	13	14 8:30a.m. Board Meeting	15	16	17	18
19	20	21	22	23	24	25
26	27	28 Special Closed Session Board Meeting	29	30	31	

September 2018

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3 Labor Day Holiday	4	5	6	7	8
9	10	11 8:30a.m. Board Meeting	12	13	14	15
16	17	18 8:30a.m. Board Meeting	19	20	21	22
23	24	25 8:30a.m. Board Meeting	26	27	28	29
30						

October 2018

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1	2	3	4	5	6
7	8	9 8:30a.m. Board Meeting	10	11	12	13
14	15	16 8:30a.m. Board Meeting	17	18	19	20
21	22	23 8:30a.m. Board Meeting	24	25	26	27
28	29	30 Special Closed Session Board Meeting	31			

November 2018

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1	2	3
4	5	6 8:30a.m. Board Meeting	7	8	9 Veterans' Day Holiday	10
11	12	13 8:30a.m. Board Meeting	14	15	16	17
18	19	20 Special Closed Session Board Meeting	21	22 Thanksgiving Day Holiday	23 Thanksgiving Day Holiday	24
25	26	27 CSAC Annual Conference San Diego	28 CSAC Annual Conference San Diego	29 CSAC Annual Conference San Diego	30 CSAC Annual Conference San Diego	

December 2018

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3	4 8:30a.m. Board Meeting	5	6	7	8
9	10	11 8:30a.m. Board Meeting	12	13	14	15
16	17	18 Special Closed Session Board Meeting	19	20	21	22
23	24	25 Christmas Day Holiday	26	27	28	29
30	31					



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: December 12, 2017

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Supervisor Lynda Hopkins 565-2241

Supervisorial District(s):

Fifth District

Title: Disbursement of Fiscal Year 17/18 Fifth District Community Investment Program (formerly Advertising Program) Funds

Recommended Actions:

Approve Community Investment Program (formerly Advertising Program) grant awards and Authorize the County Administrator to execute a contract with the following non-profit entities for advertising and promotions activities for FY 17/18: Lifeschool, \$500; Occidental Center for the Arts, \$2,000 and Sonoma County Rises on behalf of Ceres Community Project, \$2,000.

Executive Summary:

Category C3 – Community Non-Profit Grants for Local Events, Organizations, and Economic Development Grants of the Community Investment Program Policy provides grant allocations to each Supervisor, to be distributed at the Supervisor’s discretion. The Fifth District has reviewed the applications and wishes to recommend the following FY 17/18 community investment grant awards:

- 1.) Lifeschool for advertising and promotion of an outdoor adventure teen trip for disadvantaged teens impacted by Sonoma County Fires; grant award of \$500.
- 2.) Occidental Center for the Arts for advertising and promotion of local artists to showcase their talents and bring in performers to the community; grant award of \$2,000.
- 3.) Sonoma County Rises on behalf of Ceres Community Project for advertising and promotion to raise awareness and bring forward discussion of social problems in order to improve community spirit and make Sonoma County a more attractive place to visit; grant award of \$2,000.

Discussion:

The Sonoma County Community Investment Program (formerly Advertising Program) utilizes a portion of the Transient Occupancy Tax (TOT) to encourage tourism, economic development, and community engagement through a variety of grant award and funding avenues. The Program provides various grants to community non-profits for advertising and economic development events and the county as a

visitor destination with the goal of advancing economic growth through tourism. Additionally, the program provides grants to promote agricultural promotion as well as address impacts on safety due to tourism. The Program provides funding to the Regional Parks Department as well as the Economic Development Department and a number of other county department activities, all with the focus of encouraging tourism and awareness of Sonoma County.

The Community Investment Program Policy is divided into different categories. Category C3 is “Local Events, Organizations, and Economic Development Grants.” The Board established this category to assist small cultural, artistic, and countywide events and organizations as well as events occurring during the off peak tourism season (November 15 through April 15) with funding for advertising and economic development efforts that promote Sonoma County and encourage visitors to frequent the county throughout the entire year. Funding for these events and organizations is provided at the discretion of each Supervisorial District based on an overall allocation of \$250,000 divided equally across each district. Events and organizations make requests throughout the year to the Supervisorial District in which their event/organization exists.

Funds will be distributed upon approval of these awards by the Board of Supervisors and execution of the Community Investment grant agreement contract by 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 County Administrator’s Office of advertising and promotional activity receipts up to the total amount of the grant award.

Prior Board Actions:

9/27/17 – Awarded FY 17/18 Category C3 (formerly 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			
Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses	4,500		
Additional Appropriation Requested			
Total Expenditures	4,500		
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other	4,500		
Use of Fund Balance			
Contingencies			
Total Sources	4,500		
Narrative Explanation of Fiscal Impacts:			
Funds are included in the FY 17/18 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:			
FY 17/18 Advertising Program Grant Award Agreement			



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: July 31, 2017

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Supervisor James Gore, 565-2241

Supervisorial District(s):

District 4

Title: Disbursement of Fiscal Year 17/18 Fourth District Community Investment Program (formerly Advertising Program) Funds

Recommended Actions:

Approve Community Investment Program (formerly Advertising Program) grant awards and Authorize the County Administrator to execute a contract with the following non-profit entities for advertising and promotions activities for FY 17/18: : Ceres Community Project for Sonoma County Rises, \$2,500; Cloverdale Historical Society, \$1,000; Cloverdale Ram Sale, Inc., \$500; Kiwanis Club of Cloverdale Foundation, \$750, Town of Windsor, \$1,000.

Executive Summary:

Category C3 – Community Non-Profit Grants for Local Events, Organizations, and Economic Development Grants of the Community Investment Program Policy provides grant allocations to each Supervisor, to be distributed at the Supervisor’s discretion. The Fourth District has reviewed the applications and wishes to recommend the following FY 17/18 community investment grant awards:

- 1.) Ceres Community Project for Sonoma County Rises for advertising and promotion of 2017/2018 Fire Recovery Events; grant award of \$2,500.
- 2.) Cloverdale Historical Society for advertising and promotion of Sun, Soil, & Labor Speaker Series; grant award of \$1000.
- 3.) Cloverdale Ram Sale, Inc. for advertising and promotion of the Cloverdale Ram Sale; grant award of \$500.
- 4.) Kiwanis Club of Cloverdale Foundation for advertising and promotion of the Cloverdale Harvest Marathon; grant award of \$750.
- 5.) Town of Windsor for advertising and promotion of Summer Nights on the Green, grant award of \$1,000.

Discussion:

The Sonoma County Community Investment Program (formerly Advertising Program) utilizes a portion of the Transient Occupancy Tax (TOT) to encourage tourism, economic development, and community engagement through a variety of grant award and funding avenues. The Program provides various grants to community non-profits for advertising and economic development events and the county as a visitor destination with the goal of advancing economic growth through tourism. Additionally, the program provides grants to promote agricultural promotion as well as address impacts on safety due to tourism. The Program provides funding to the Regional Parks Department as well as the Economic Development Department and a number of other county department activities, all with the focus of encouraging tourism and awareness of Sonoma County.

The Community Investment Program Policy is divided into different categories. Category C3 is “Local Events, Organizations, and Economic Development Grants.” The Board established this category to assist small cultural, artistic, and countywide events and organizations as well as events occurring during the off peak tourism season (November 15 through April 15) with funding for advertising and economic development efforts that promote Sonoma County and encourage visitors to frequent the county throughout the entire year. Funding for these events and organizations is provided at the discretion of each Supervisorial District based on an overall allocation of \$250,000 divided equally across each district. Events and organizations make requests throughout the year to the Supervisorial District in which their event/organization exists.

Funds will be distributed upon approval of these awards by the Board of Supervisors and execution of the Community Investment grant agreement contract by 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 County Administrator’s Office of advertising and promotional activity receipts up to the total amount of the grant award.

Prior Board Actions:

9/27/17 – Awarded FY 17/18 Category C3 (formerly 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			
Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses	2,000		
Additional Appropriation Requested			
Total Expenditures	2,000		
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other	2,000		
Use of Fund Balance			
Contingencies			
Total Sources	2,000		
Narrative Explanation of Fiscal Impacts:			
Funds are included in the FY 17/18 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:			
FY 17/18 Advertising Program Grant Award Agreement			



County of Sonoma Agenda Item Summary Report

Agenda Item Number: 10

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

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

To: Board of Supervisors, County of Sonoma

Board Agenda Date: December 12, 2017

Vote Requirement: Majority

Department or Agency Name(s): County Administrator's Office, Fire and Emergency Services

Staff Name and Phone Number:

Jim Colangelo – 565-1152
Peter Bruland – 565-3086

Supervisory District(s):

All Districts

Title: Fire Services Project – Agreement to Pay Dispatch Services

Recommended Actions:

Authorize the County Administrator to sign an agreement with the Redwood Empire Dispatch Communications Authority to pay dispatch fees on behalf of special districts that provide fire and emergency medical response services in the amount of \$856,431.

Executive Summary:

The County is engaged in a multi-year effort to create more efficient, effective, and sustainable fire services. As part of the Fire Services Project, the County of Sonoma has paid special districts that provide fire and emergency medical response in Sonoma County (Districts) for the past two years. By covering the cost of dispatch fees, the County has enabled Districts to spend money that otherwise would have gone to support dispatch on maintaining and improving their operational capacity. In FY 2017-18, rather than executing contracts with individual districts to reimburse them for these expenses, a single contract with the Redwood Empire Dispatch Communications Authority (Authority) is being proposed. The total amount paid to the Authority will not exceed \$856,431.46 and will cover dispatch costs incurred by independent fire protection districts and community service districts that provide fire services, as well as the portion of dispatch costs paid by the Coast Life Support District for calls originating in Sonoma County.

Discussion:

Dispatch Fees

As part of the 2014 Board priorities the county launched a multi-year project to create more efficient, effective, and sustainable fire services in Sonoma County. During the FY 2015-16 budget the board approved a new policy directing a portion of Proposition 172 Public Safety funding to fire services. In December 2015 staff returned to the Board to present consensus recommendations from the project's stakeholder Advisory Committee regarding a governance model for the fire system and a request for \$9.4 million for implementing recommendations.

While the governance model recommendations saw a single agency as a long-term vision, it was not deemed practical in the short term. Instead, it opted for a Regional Model to assist with coordination and incentivize collaboration between agencies. The model consists of seven geographical regions based on existing dispatch zones and the establishment of a countywide Fire Services Advisory Council (Council).

On April 19, 2016, the Board took action to begin implementing this model by creating the Council to advise the Board of Supervisors on matters related to Fire Services and by approving payment of the cost of dispatch services to Fire Protection Districts. The purpose of these payments was to free up district funds for other purposes and enable them to maintain their level of service while the Council worked on further recommendations. In addition, it was a method that distributed funding to Districts that was roughly proportional to the demand for their services.

On October 11, 2016, the Council returned to the Board with an update and recommendations for use of funding allocated in FY 2016-17, which included the Proposition 172 funding and one-time Transient Occupancy Tax funding. These requests included continued payment of dispatch fees.

During budget hearings for the FY 2017-18 budget, the Board gave approval for 20% of Measure L increased Transient Occupancy Tax revenue to go towards fire services on an ongoing basis. On October 3, 2017, the Board announced that in future years, additional Transient Occupancy Tax will be directed to fire services.

The Fire Services Ad Hoc continues to work with the Advisory Council to develop a plan for future efforts and funding to improve fire services in Sonoma County and plans to update the entire Board on these efforts early next year. The deadline for receiving responses to the Request for Proposals for providing services to the Volunteer Fire Companies is January 31, 2018, so it is anticipated that a briefing to the Board on the Ad Hoc, Advisory Council and RFP activities will occur in February, 2018.

In the interim, however, both bodies agree that ongoing payment of dispatch services remains a priority and a beneficial use of funding allocated for the current fiscal year. While previous funding has been distributed to departments individually, for ease of administration this contract will be made directly with the Redwood Empire Dispatch Communication Authority, which will save staff time and ensure that districts see immediate relief. This item requests authorization for the County Administrator to sign an agreement (Sample – Attachment B) with the Redwood Empire Dispatch Communications Authority to pay dispatch fees on behalf of special districts that provide fire and emergency medical response.

Prior Board Actions:

October 11, 2016: Authorized the County Administrator to sign agreements with special districts to pay dispatch fees.

April 19, 2016: Adopted a resolution creating the Fire Services Advisory Council and appointing its initial members and authorized the Chair to enter into agreements with fire agencies providing Fire Services to pay for dispatch services.

December 8, 2015: Received the interim report on the Fire Services Project.

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

Fire and emergency services are critical to the safety, health, and well-being of Sonoma County's residents and visitors.

Fiscal Summary - FY 17-18

Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses	856,431.46		
Additional Appropriation Requested	-0-		
Total Expenditures	856,431.46		
Funding Sources			
General Fund/WA GF	-0-		
State/Federal	-0-		
Fees/Other	856,431.46		
Use of Fund Balance	-0-		
Contingencies	-0-		
Total Sources	856,431.46		

Narrative Explanation of Fiscal Impacts:

Funding for the dispatch services agreement will come from funding allocated to the Fire Services Project in the 2017-18 budget. When the Fire Services Ad Hoc and Advisory Council report to the full Board in 2018, additional funding may be requested to fund improved fire services within the County.

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:

Dispatch Fees Agreement (A1)

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

None.

S:\BOS AGENDA\Fire\Fire Services Project\12-12-2017 CAP FES Dispatc Svcs Agree\12-12-2017 CAO FES Dispatch Svcs Agree_Summ.docm

**AGREEMENT BY AND BETWEEN THE REDWOOD EMPIRE DISPATCH
COMMUNICATIONS AUTHORITY AND THE COUNTY OF SONOMA FOR THE
PURPOSES OF PAYING DISPATCH FEES FOR 2017/2018**

This Agreement is made and entered into this _____, by and between REDWOOD EMPIRE DISPATCH COMMUNICATIONS AUTHORITY (“AUTHORITY”) and the COUNTY OF SONOMA (“COUNTY”).

RECITALS

- A. COUNTY is engaged in a multi-year Fire Services Project to improve the efficiency, effectiveness, and sustainability of fire services in Sonoma County.
- B. AUTHORITY, a Joint Powers Authority is a governmental agency formed for the purpose of dispatching ambulances and fire department first responders.
- C. COUNTY desires to provide funding to cover the costs of emergency response services incurred by special districts (“DISTRICTS”) providing fire protection and ambulance response in Sonoma County for Fiscal Year 2017/18 in order to ensure that the DISTRICTS can continue to provide emergency response services. A full list of special districts covered and costs incurred appears in Exhibit A.
- D. The specific amounts outlined in Exhibit A total \$856,431.46 and are currently owed to the AUTHORITY.
- E. The Board of Supervisors has allocated funding for the Fire Service Project as part of the adopted Fiscal Year 2017-2018 budget.
- F. The Board of Supervisors formed the Fire Services Advisory Council on April 19, 2016 and tasked it with making recommendations regarding fire and emergency services in the County, including recommendations to distribute allocated funding.
- G. The Fire Services Advisory Council recommends using additional funding allocated to fire and emergency services for the purpose of paying dispatch fees of all DISTRICTS providing fire and emergency response in Sonoma County.
- H. The Board of Supervisors finds pursuant to California Government Code § 26227 that expenditure of these funds from the General Fund is necessary to meet the social needs of the population of the County, specifically the areas of health and public safety.

AGREEMENT

1. *RECITALS*. All of the foregoing recitals are true and correct.
2. *USE OF FUNDS*. In accordance with Section 3 below, AUTHORITY shall use funds provided by COUNTY to cover the cost of emergency response services for the agencies outlined in Exhibit A for Fiscal Year 2017/18.

3. *PAYMENT*. Upon execution of this agreement, AUTHORITY shall submit a written request (invoice) to the COUNTY and the COUNTY shall make available to Authority up to \$856,431.46 for payment of expenses in accordance with the terms of this agreement.
4. *MERGER*. This writing is intended both as the final expression of the agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the agreement, pursuant to Code of Civil Procedure §1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.
5. *INDEMNIFICATION*. Each party shall indemnify, defend, protect, hold harmless, and release the other, its officers, agents, and employees, from and against any and all claims, loss, proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees and witness costs) arising from or in connection with, or caused by any act, omission, or negligence of such indemnifying party or its agents, employees, contractors, subcontractors, or invitees. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages or compensation payable to or for the indemnifying party under workers' compensation acts, disability benefit acts, or other employee benefit acts.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

SAM

REDWOOD EMPIRE DISPATCH
COMMUNICATIONS AUTHORITY

COUNTY OF SONOMA

By: _____
Title:

By: _____
County Administrator

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Deputy County Counsel

SAM

Calendar Year	2017-18	
Districts	Eligible Amount	
Bennett Valley FPD	\$	12,485.73
Bodega Bay FPD	\$	22,128.26
Cazadero CSD	\$	7,475.93
Coast Life Support *	\$	11,939.99
CSA 40	\$	59,030.20
Forestville FPD	\$	31,812.67
Geyserville FPD	\$	23,093.61
Glen Ellen FPD	\$	15,487.00
Gold Ridge FPD	\$	39,438.96
Graton FPD	\$	23,859.76
Kenwood FPD	\$	11,600.74
Monte Rio FPD	\$	15,794.82
North Sonoma Coast FPD	\$	10,900.45
Occidental CSD	\$	12,547.30
Rancho Adobe FPD	\$	91,869.77
Roseland FPD	\$	28,314.25
Rincon Valley FPD	\$	151,297.49
Russian River FPD	\$	75,337.07
Schell-Vista FPD	\$	24,398.45
Timber Cove FPD	\$	9,484.47
Valley of the Moon FPD	\$	73,336.23
Windsor FPD	\$	104,798.30
Totals	\$	856,431.46

*Eligible amount is for Sonoma County Calls Only



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: December 12, 2017

Vote Requirement: Majority

Department or Agency Name(s): Economic Development Board

Staff Name and Phone Number:

Ben Stone – (707) 565-7170

Supervisorial District(s):

Title: Sonoma County Economic Development Board Foundation Annual Report for FY16-17

Recommended Actions:

Receive the Sonoma County Economic Development Board Foundation's Annual Report for Fiscal Year ending June 30, 2017

Executive Summary:

This item is to present the Sonoma County Economic Development Board Foundation's Annual Report for Fiscal Year 2016-2017, in accordance with the MOU between the County and the Foundation, and with the Foundation's bylaws.

Discussion:

The Sonoma County Economic Development Board Foundation (Foundation) was developed and designed solely to support the Economic Development Board's mission and events, as approved by the Board of Supervisors. The Foundation began its first year of operations in Fiscal Year 2002-2003. In August 2002, it signed an Operational Memorandum of Understanding with the Sonoma County Board of Supervisors that formally defined the relationship between the Foundation and the Economic Development Board (EDB), an agency of the County of Sonoma. The Foundation has produced its annual report for the Board's review for the fiscal year ending June 30, 2017, as required by Article 8.1(f) of the First Amended and Restated Bylaws of the Foundation.

The Foundation continues to provide support to the local community, the County, and the business and philanthropic communities. The Foundation received \$381,532 in revenue, grants, and donations for Fiscal Year 2016-2017. This revenue was used to support more than 40 workshops, conferences and special events; more than 40 quarterly and annual economic activity reports and forecasts; and more than 20 customized reports. The Foundation continues to provide ways for local businesses to attend educational events and forums, and to actively engage in and gain a meaningful understanding of the Sonoma County economy.

In Fiscal Year 2016-2017, the Foundation supported four signature annual events, as well as funded several new events, workshops and initiatives. The following are a few highlights of the projects supported or funded by the Foundation:

- The Creative Sonoma program produced 13 professional trainings and workshops, 17 town hall meetings across the county, a day-and-a-half music industry conference and grants. These activities were fully or partially funded through grants received by the EDB Foundation which funded program expenses as well as staff costs. Creative Sonoma also spearheaded an assessment of the state of arts education in K-12 schools in Sonoma County.
- The Foundation provided funding for the development of a website – Launch|Sonoma – that will help guide entrepreneurs with local businesses/resources, and assist them with the three core stages of a business: Concept, Startup and Growth. These three stages each have various needs and challenges that an entrepreneur could be facing with their business; e.g. Financing, Business Planning, Legal Assistance, etc.
- Planned as a one-year celebration of entrepreneurship in Sonoma County, Year of the Entrepreneur (YOTE) activities ended during the first half of Fiscal Year 2016-17. The effort, which garnered the support of over 20 local organizations that work in business development and entrepreneurship, included an “Entrepreneurial Storytelling” event featuring Neal Gottlieb of Three Twins, Youth Maker Camps (with the Sonoma County Office of Education and the Boys & Girls Club), a youth “Shark Tank,” a radio show that highlighted interviews with local entrepreneurs and supported the activities of several local organizations that work with entrepreneurs, and more.
- Dr. Steve Cochrane of Moody’s Economy.com spoke at the *Spring Economic Forecast* to a breakfast group of over 400 local business owners, investors, community leaders and public. The event included a panel that focused on high school programs that contribute towards our construction and technology workforce needs. The panel, moderated by Keith Woods of the North Bay Builders Exchange, consisted of Doug Hamilton, president of Oak Grove Construction; Pat Harper, Vice President and General Manager at Keysight Technologies; and Letitia Hanke, CEO of ARS Roofing, Gutters and Waterproofing. The Sonoma County Office of Education (SCOE), Santa Rosa Junior College (SRJC) and Sonoma State University (SSU) had exhibits of Career Technical Education (CTE) programs they each offer students. The event, held at the DoubleTree Hotel in Rohnert Park, had an introduction provided by Supervisor Shirlee Zane and Ben Stone from the EDB.
- The *Fall Economic Forecast* with Dr. Christopher Thornberg is an annual event of the Foundation's Research Initiatives Program developed for local businesses, governments, and organizations for detailed regional analysis of economic trends. Dr. Thornberg presented an informative and upbeat talk about California in general and Sonoma County in particular, including consumer spending, agriculture, construction, manufacturing, trade, tourism, real estate, labor market, education, tech and more.. There were about 430 attendees to this event, which was held at the Hyatt Hotel in Santa Rosa.

- Through subscriptions to online business tools funded by the Foundation, the EDB staff was able to complete 118 unique business assistance requests utilizing the on-line business tools. This included providing information on site selection, industry trends, market demographics, market research assists, and compiling marketing prospect lists for local businesses.

In FY 2017-2018, the Foundation will continue to support its annual events as well as fund new projects and efforts of the EDB which include:

- Continue to support the County’s recovery efforts by assisting businesses impacted directly or indirectly by the fires, and increasing efforts to attract new businesses to the county that may be unsure of the business climate after the disaster.
- Providing funds for the Strategic Sonoma project, via the Morgan Foundation grant received for that purpose, as well as supporting the Strategic Sonoma’s short-term recovery plan.
- Continue expanding our pilot Access to Capital and Technical Assistance Project for low-to-moderate income business borrowers seeking alternative financing.
- Continue Creative Sonoma’s involvement in the assessment of the state of arts education in Sonoma County with a planning process for how to address the findings of the assessment.
- Publishing our annual series of research reports on industry clusters and economic indicators, including the Job Market Tracker real-time workforce data and providing customized reports.

Prior Board Actions:

The Sonoma County Economic Development Board Foundation submits this report to the Board for approval annually. The Foundation submitted the FY 2015-2016 report to the Board on October 4, 2016.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

Fiscal Summary			
Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			
Narrative Explanation of Fiscal Impacts:			
There are no costs associated with this report. The attached report provides a summary of FY 15-16 activities. During FY 15-16 the Foundation took in \$400,834 in revenue and recorded \$303,080 in expenses.			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
FY 2015-2016 Annual Report for the Sonoma County Economic Development Board Foundation			
Related Items "On File" with the Clerk of the Board:			

SONOMA COUNTY ECONOMIC DEVELOPMENT BOARD

FOUNDATION

Annual Report

July 1, 2016 – June 30, 2017

Annual Report

July 1, 2016 – June 30, 2017
Submitted **September 23, 2017**

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SONOMA COUNTY ECONOMIC DEVELOPMENT BOARD

FOUNDATION

September 23, 2017

Dear Colleagues:

We are pleased to present this annual summary of activities of the Sonoma County Economic Development Board Foundation (Foundation) for the year ending June 30, 2017. The Foundation's leadership continues to support the Economic Development Board (EDB) to ensure that the Foundation's efforts align with the mission and priorities of the EDB.

As we present the achievements of the projects held in fiscal year 2016-2017, the Board of Directors would like to thank our numerous sponsors and the County of Sonoma for their increasingly important efforts to improve the economic wellbeing of Sonoma County.



Pamela Chanter
Chair of the Board of Directors



Ben Stone
Executive Director

Executive Summary

The Sonoma County Economic Development Board Foundation (Foundation) continues to make strong connections between community needs, county projects, and support from the business and philanthropic communities. The Foundation received and effectively managed \$381,532 in event revenue, donations and grants, supporting more than forty (40) workshops, conferences and special events; more than forty (40) quarterly and annual economic activity reports and forecasts; and more than twenty (20) customized reports. Through events and sponsorship opportunities, the Foundation provides an excellent way for local businesses to showcase their services and network with other community leaders.

Highlights of 2016-2017 Foundation Projects

- The Creative Sonoma program produced a full slate of professional trainings and workshops (13), town hall meetings across the county (17) a day-and-a-half music industry conference, grants, and a special arts education initiative. These activities were fully or partially funded through grants received by the EDB Foundation which funded program expenses as well as staff costs. Professional development topics focused generally on the business aspects of art and included workshops on fundraising, forming creative businesses, contract and agreements, social media for creatives and more. The second annual Next Level conference and grants program featured hands-on songwriting and recording work in a professional studio setting, as well as a full day conference on music industry topics. Five \$2,500 grants were awarded to Sonoma musicians and bands. Additionally, five emerging visual artists were awarded \$2,000 stipends and were provided with a professional curated exhibition of their work. Finally, Creative Sonoma spearheaded an assessment of the state of arts education in K-12 schools in Sonoma County, which will be followed in 2017-18 with a planning process for how to address the findings of the assessment.
- The Foundation provided funding for the development of a website – Launch|Sonoma – that can help guide entrepreneurs with local businesses/resources, and assist them with the three core stages of a business: Concept, Startup and Growth. These three stages each have various needs and challenges that an entrepreneur could be facing with their business; e.g. Financing, Business Planning, Legal Assistance, etc.
- Planned as a one-year celebration of entrepreneurship in Sonoma County, Year of the Entrepreneur (YOTE) activities ended during the first half of Fiscal Year 2016-17. The effort, which garnered the support of over 20 local organizations that work in business development and entrepreneurship,

included an “Entrepreneurial Storytelling” event featuring Neal Gottlieb of Three Twins, Youth Maker Camps (with the Sonoma County Office of Education and the Boys & Girls Club), a youth “Shark Tank,” a radio show that highlighted interviews with local entrepreneurs and supported the activities of several local organizations that work with entrepreneurs, and more.

Along with the year-end financial statements, the following pages summarize some of the Foundation’s activities, detailed by program. While many of the projects will seek funding through the Foundation again in fiscal year 2017-2018, each year the Foundation Board evaluates the programs to ensure financial stability for the Foundation and the EDB.

Introduction

About the Foundation

The Foundation is a supporting organization that provides an alternative funding stream to EDB programs, relieving the burden on the limited funds of local government and strengthening community projects by managing funds from donors and foundations.

Mission

The Sonoma County Economic Development Board Foundation is a 501(c)(3) that through the creation, development and dissemination of economic research, analysis or programs enhances the value of local, domestic, and international demand for Sonoma County-produced goods and services.

History of the Foundation

On January 23, 2001, the Sonoma County Board of Supervisors approved the establishment of the Foundation to serve as a supporting organization to the EDB to expand funding sources available for EDB projects. In March 2001, the Foundation was incorporated as a California nonprofit public benefit corporation. During 2001, the Foundation Board of Directors elected officers and began formalizing procedures while awaiting review of its application for tax-exempt status. In February 2002, the Internal Revenue Service notified the Foundation of its approval of tax-exempt status under Section 501(c)(3) of the Internal Revenue Code.

In August 2002, the Foundation signed an Operational Memorandum of Understanding with the Sonoma County Board of Supervisors to formally define the relationship between the Foundation and the EDB, an agency of the County of Sonoma. Under that agreement, the Board of Supervisors oversees the Foundation's funding of EDB projects. In late August 2002, the Foundation began accepting funds and reviewing EDB projects in need of support.

In fiscal year 2002-2003, the Foundation's first year of operation, a great deal of care was taken to establish procedures that would guarantee steady and increasing support for EDB projects into the future. The Foundation continues to operate under the Operating Memorandum of Understanding and continues its efforts to create alternative revenue streams for EDB projects.

In September 2008, the Board of Supervisors approved the third Memorandum of Understanding which now contains a clause for automatic renewal annually.

Financial Summary

This section contains information about the Foundation's finances.

Statement of Financial Position
As of June 30, 2017
(Unaudited)

	June 30, 2017
ASSETS	
Current Assets	
Cash and cash equivalents	\$ 516,774
Short-term investments	73,484
Accounts receivable	9,500
Prepaid expenses	7,308
	607,066
Total Current Assets	607,066
TOTAL ASSETS	\$ 607,066
LIABILITIES AND NET ASSETS	
Current Liabilities	
Accounts payable	\$ 34,300
Deferred revenue	-
Deferred sponsorships	-
	34,300
Total Liabilities	34,300
Net Assets	
Unrestricted	-
Designated	380,614
Temporarily restricted	192,152
	572,766
Total Net Assets	572,766
Total Liabilities & Net Assets	\$ 607,066

Statement of Activity
For the year ended June 30, 2017
(Unaudited)

	Jul '16 - Jun '17		
	Unrestricted	Temporarily Restricted	Total
Revenues, gains and other support			
Registration/participation fees	\$ 104,960	\$ -	\$ 104,960
Donations/Sponsorships	108,200	5,000	113,200
Grants	-	163,372	163,372
Miscellaneous revenue	24,897	-	24,897
Interest income	592	-	592
Total Income	<u>238,650</u>	<u>168,372</u>	<u>407,022</u>
Expenses			
Program services			
Community outreach	86,116	139,458	225,574
Economic outlook	30,326	-	30,326
Research initiatives	56,452	-	56,452
Supporting services			
Administrative Services	<u>22,275</u>	<u>-</u>	<u>22,275</u>
Total Expenses	<u>195,169</u>	<u>139,458</u>	<u>334,627</u>
Change in Net Assets	43,481	28,914	72,395
Net Assets, Beginning of Year	<u>337,133</u>	<u>163,238</u>	<u>500,371</u>
Net Assets, End of Year	<u><u>\$ 380,614</u></u>	<u><u>\$ 192,152</u></u>	<u><u>\$ 572,766</u></u>

Underwriters

This section provides a list of the business, education and community organizations that provided noteworthy contributions to the Foundation.

Foundation Underwriters

Presenting Level:

Exchange Bank
Kaiser Permanente
Luther Burbank Savings
Pure Luxury Transportation
Redwood Credit Union
Sonoma Raceway
Tri Counties Bank

Foundation Level:

Pacific Gas & Electric Co.

Premier Level:

Bank of Marin
City of Santa Rosa
Friedemann Goldberg LLP
Sonoma Clean Power

Executive Level:

American Ag Credit
American River Bank
Comcast
George Petersen Insurance
Keegan & Coppin Co.
Midstate Constructions
NorBAR
Sonoma County Alliance
Summit State Bank
Vantreo Insurance Brokerage
Zainer Rinehart Clarke

Media Level:

North Bay Business Journal

Project Summaries

This section provides information on some of the projects funded through the Foundation. Together, the projects served many segments of Sonoma County, including public schools, public agencies, employers, and the business community and residents with an interest in the state of the County's economy.

Project Summary

Spirit of Sonoma County

Description

The annual *Spirit of Sonoma County* awards luncheon recognizes business leaders from major chambers and trade associations in the County. The awards ceremony attracted approximately 350 people, honoring those chosen for their contributions to Sonoma County.

Program Goals

The *Spirit* awards honor those who contribute to the economic development and enhancement of the communities in which they live, work, and conduct business through generous donations of their time and expertise in support of local business and in helping others.

Achievements

In 2016-2017, the program celebrated its sixteenth anniversary, having honored more than 323 local business men and women and community leaders since its inception. The *Spirit of Sonoma County* awards program was started in 2001 with the assistance of banks, media, and elected officials in order to honor the selected award winners. The program grew from 18 area chambers and trade organizations recognizing a business leader from their group to the present 22 organizations involved. The *Spirit* luncheon is an excellent opportunity for local business leaders to receive countywide recognition.

Supporters

The *Spirit of Sonoma County* luncheon, ceremony, and awards are funded through registration fees paid by the participating organizations, corporate sponsors, and individuals who attend and/or sponsor tables. The 2016-17 local organizations that chose to purchase tables in support of honorees included:

California Human Development

Exchange Bank

Kaiser Permanente

Pacific Gas & Electric Company

Sonoma Raceway

TriCounties Bank

Awards

The *Spirit of Sonoma County* awards recognized honorees from these 22 organizations:

Cloverdale Chamber of Commerce
Geyserville Chamber of Commerce
Healdsburg Chamber of Commerce
Hispanic Chamber of Commerce
Mark West Area Chamber of Commerce
North Bay Association of REALTORS®
North Bay Black Chamber of Commerce
North Bay Leadership Council
North Coast Builders Exchange
Northern California Engineering Contractors Association
Petaluma Area Chamber of Commerce
Rohnert Park Chamber of Commerce
Russian River Chamber of Commerce
SAFE-BIDCO
Santa Rosa Chamber of Commerce
Sebastopol Area Chamber of Commerce
Sonoma County Alliance
Sonoma County Farm Bureau
Sonoma County Lodging Association
Sonoma County Winegrowers
Sonoma County Workforce Investment Board
Windsor Chamber of Commerce

Project Summary

Special Events

Featuring Keynote Speakers

Description

In 2016-2017 the Foundation supported three special events featuring professional keynote speakers contributing to a variety of subjects. The speakers are selected keeping current affairs and issues in mind.

Program Goals

This speaker events series is intended to provide the business community with interesting speakers addressing matters related to the local economy, industry trends and common business interests.

Achievements

The *Fall Economic Forecast* is an annual event of the Foundation's Research Initiatives Program developed for local businesses, governments, and organizations for detailed regional analysis of economic trends. As part of the Research Initiatives Program benefits, sponsors are invited to the dinner held with the featured speaker, Dr. Christopher Thornberg, the night preceding his presentation. Dr. Thornberg presented an informative and upbeat talk about California in general and Sonoma County in particular, including consumer spending, agriculture, construction, manufacturing, trade, tourism, real estate, labor market, education, tech and more. There were about 430 attendees to this event, which was held at the Hyatt Hotel in Santa Rosa.

The *State of the County* is an annual event sponsored by the Economic Development Board (EDB) to present the current and future challenges facing the county in terms of growth and development, including issues such as affordable housing, transportation, water and waste management, as well as fiscal concerns. It is an opportunity for the County of Sonoma to showcase its achievements throughout the past year and let the community know what to expect in the following year. Attendance included about 500 people at this 14th annual breakfast. The event was recorded and made available on the EDB website.

Dr. Steve Cochrane of Moody's Economy.com spoke at the *Spring Economic Forecast* to a breakfast group of over 400 local business owners, investors, community leaders and public. The event included a panel moderated by Keith Woods, Chief Executive Officer of the North Bay Builders Exchange, which focused on high school programs that contribute towards our construction and technology workforce needs. The panel consisted of Doug Hamilton, president of Oak Grove Construction and volunteer with Construction Corps, Pat Harper, Vice President and General Manager at Keysight Technologies, and Letitia

Project Summaries

Hanke, CEO of ARS Roofing, Gutters and Waterproofing and founder of the LIME Foundation. The Sonoma County Office of Education (SCOE), Santa Rosa Junior College (SRJC) and Sonoma State University (SSU) had exhibits of Career Technical Education (CTE) programs they each offer students. A “tiny house” constructed by students of Rancho Cotate High School was also on display. The event, held at the DoubleTree Hotel in Rohnert Park, also had an introduction provided by Supervisor Shirlee Zane and Ben Stone from the EDB.

Supporters

Each of these events was supported by direct Foundation sponsors, and by individual attendees and tables sponsored by local organizations and businesses.

Board of Directors

FOUNDATION BOARD MEMBERS

Officers: Pam Chanter, President/Chair
Linda Kachiu, Treasurer
Ben Stone, Executive Director

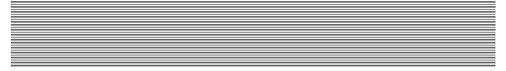
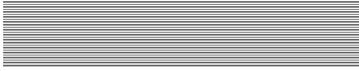
Members: Jorge Alcazar
Skip Brand
Terri Dente
Terry Garrett
Kathryn Hecht
Wayne Leach
Michael Nicholls
Michael Tomasini

LEGAL SERVICES

The Foundation contracts with the Friedemann Goldberg LLP law firm to advise the Board of Directors on general legal matters, including state and federal law, relating to nonprofit tax-exempt organizations.

FINANCIAL SERVICES

The Foundation retained the services of Ms. Victoria Mwangi, Certified Public Accountant (CPA). The CPA assists with the Foundation's bookkeeping and prepares its tax documentation.



Attachment A

Certification of Financial Statements

The undersigned does hereby certify that:

1. She has been duly elected and qualified as, and at this date is, the Chair of the Board of Directors of the Sonoma County Economic Development Board Foundation (the “Foundation”);
2. The financial statements contained in the Foundation's Annual Report, covering the period from July 1, 2016 to June 30, 2017, were prepared without audit from the books and records of the Foundation.

Signed: _____ Date: _____

Pamela Chanter
Chair of the Board of Directors
Sonoma County Economic Development Board Foundation



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, County of Sonoma

Board Agenda Date: December 12, 2017

Vote Requirement: Majority

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

Staff Name and Phone Number:

Christopher Helgren / 565-1152

Supervisorial District(s):

All Districts

Title: Memorandum of Understanding with the City and County of San Francisco for the distribution of Urban Area Security Initiative grant funds.

Recommended Actions:

1. Authorize the Director of Fire and Emergency Services to execute the Urban Areas Security Initiative Memorandum of Understanding with the City and County of San Francisco for the receipt of Urban Areas Security Initiative regional grant funds in the amount of \$156,225 for continued funding of the North Bay Hub Risk/Capability Planner and Program Manager position, and \$100,000 to fund an aerial camera and multi-band communication system for the Sheriff's Helicopter Program-Replacement.
2. Authorize the Director of Fire and Emergency Services to execute any future subsequent modifications to this Memorandum of Understanding with the City and County of San Francisco to accept Urban Area Security Initiative grant funds in an amount not-to-exceed \$60,000.

Executive Summary:

The Memorandum of Understanding between Sonoma County Fire and Emergency Services and the City and County of San Francisco will allow funding for the North Bay Planning Hub project that Sonoma County had been awarded in May 2017. The Bay Area Urban Areas Security Initiative ("Initiative") has allocated \$156,225 to Sonoma County for continued funding of the North Bay Hub Risk/Capability Planner and Program Manager position for FY 17/18. This position is authorized in the Fire and Emergency Services Department. Additionally, \$100,000 has been allocated to fund an aerial camera and multi-band communication system for the Sheriff's Helicopter Program Replacement. Total Grant Funding of \$256,225

Discussion:

The United States Department of Homeland Security has a Homeland Security Grant Program, which includes the Urban Areas Security Initiative Program ("Program"). The Program addresses the unique planning, equipment, training, and exercise needs of high-threat, high-density Urban Areas and assists those areas in building an enhanced and sustainable capacity to prevent, protect against, respond to, and recover from threats, acts of terrorism, and natural disasters such as Earthquake and Wildfire. The City and County of San Francisco acts as the fiduciary agents for federal funds distributed for approved

projects. Sonoma County is a sub-grantee for these reimbursement-based funds and this Memorandum of Understanding outlines the parameters and deliverables of this project.

The Memorandum of Understanding with the City and County of San Francisco will allow funding for the North Bay Planning Hub project that Sonoma County has been awarded. The Bay Area Initiative has allocated \$156,225 to Sonoma County to fund the North Bay Hub Risk/Capability Planner and Program Manager position for FY 17/18. Position is responsible for coordinating and managing both the proposal process and ongoing Program/Project Management of approved Programs; Participates in Critical Infrastructure and Key Resource identification and inclusion in Initiative-managed Risk Programs; Participates in ongoing Capabilities Assessments and multiple Regional Working Groups addressing Regional Anti-Terrorism, Training, and Disaster Planning and Recovery (to include Continuity of Government and Resiliency Programs). This position is already authorized in the Fire and Emergency Services Department. An additional \$100,000 is included to fund an aerial camera and multi-band communication system for the Sheriff's Helicopter Program-Replacement. This funding recognizes the significant capability that the Sheriff's Helicopter has provided to the entire Region.

As per the agreement, any unspent funding will be forfeited back to the Bay Area Initiative.

Additional Program funding often becomes available late in the cycle to fund additional projects. In order to take advantage of these funding opportunities, which often require quick action to accept/spend the funds on projects that are ready, this item is also requesting continuing authorization for the Director of Fire & Emergency Services to execute any future, subsequent modification to the Memorandum of Understanding with the City and County of San Francisco to accept Initiative grant funds in an amount not-to-exceed \$60,000. Past purchases under this authority have included cots and blankets used for shelters during the October 2017 Fires. Anticipated potential projects that may be eligible for additional grant funds are: staff participation at national training events, purchasing multi-band radios, and the purchase of emergency pediatric supplies. This potential future funding amount not-to-exceed \$60,000 would be in addition to the current awarded grant funds in the amount of \$256,225.

Prior Board Actions:

10/24/2017: Resolution authorizing the County Administrative Officer, Fire Chief/Department Director of Fire and Emergency Services, and the Emergency Manager to execute for, and on behalf of, the County of Sonoma any actions necessary for the purpose of obtaining state and federal financial assistance provided by and/or sub-granted through the State of California and/or the federal Department of Homeland Security.

12/06/2016: Approved the FY16 MOU with the City and County of San Francisco; the Board has approved the annual UASI MOU since FY06.

08/22/2017: Resolution #17-0311, "Helicopter Property"

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

This item facilitates community members' safety in their homes and communities. It allows for investment risk awareness resources for the Operational Area Critical Infrastructure and Key Resources for both public and private sectors. Receiving grant funds also provides the opportunity to purchase and provide specialized equipment and training to enhance planning and response capabilities for our Emergency Managers and first responders. The County's participation in the Bay Area UASI, coupled with its Program and Planning Management efforts increase the likelihood of receiving future grant funds for facilitating investments.

Fiscal Summary			
Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses	\$256,225		
Additional Appropriation Requested			
Total Expenditures	\$256,225		
Funding Sources			
General Fund/WA GF	-0-		
State/Federal	-0-		
Fees/Other: UASI 2017 Grant Funds	\$256,225		
Use of Fund Balance	-0-		
Contingencies	-0-		
Total Sources	\$256,225		
Narrative Explanation of Fiscal Impacts:			
The respective Fire and Emergency Services and Sheriff's Office 2017-2018 fiscal year adopted budget and subsequent budget adjustments adopted by the Board included funding and offsetting revenue allocation for the 2017 UASI project expenditures and revenue allocations.			
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:			
MOU with the City and County of San Francisco (A1)			
Related Items "On File" with the Clerk of the Board:			
None.			

**AGREEMENT BETWEEN THE CITY AND COUNTY OF
SAN FRANCISCO AND THE COUNTY OF SONOMA
FOR THE DISTRIBUTION OF FY 2017 UASI GRANT FUNDS**

THIS AGREEMENT is made this **NOVEMBER 1, 2017** in the City and County of San Francisco, State of California, by and between the **COUNTY OF SONOMA** ("SONOMA") and the **CITY AND COUNTY OF SAN FRANCISCO**, a municipal corporation ("San Francisco" or "City"), in its capacity as fiscal agent for the Approval Authority, as defined below, acting by and through the San Francisco Department of Emergency Management ("DEM").

RECITALS

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

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

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

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

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

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

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

ARTICLE 1 DEFINITIONS

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

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

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

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

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

(e) “**Grant Funds**” shall mean any and all funds allocated or disbursed to SONOMA (DUNS#: 080126444) under this Agreement. This Agreement shall specifically cover funds allocated or disbursed from Cal OES Grant No. 2017-0083, Cal OES ID No. 075-95017, CFDA No. 97.067, per Cal OES award notice dated October 20, 2017.

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

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

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

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

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

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

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

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

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

2.2 **Certification of Controller; Guaranteed Maximum Costs.** No funds shall be available under this Agreement without prior written authorization certified by the San Francisco Controller. In addition, as set forth in Section 21.19 of the San Francisco Administrative Code:

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

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

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

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

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

ARTICLE 3 PERFORMANCE OF THE AGREEMENT

3.1 **Duration of Term.** The term of this Agreement shall commence on **NOVEMBER 1, 2017** and shall end at 11:59 p.m. San Francisco time on **FEBRUARY 28, 2019.**

3.2 **Maximum Amount of Funds.** In no event shall the amount of Grant Funds disbursed hereunder exceed **TWO HUNDRED FIFTY-SIX THOUSAND TWO HUNDRED TWENTY-FIVE DOLLARS (\$256,225)**. The City will not automatically transfer Grant Funds to SONOMA upon execution of this Agreement. SONOMA must submit a Reimbursement Request under Section 3.10 of this Agreement, approved by the UASI Management Team and City, before the City will disburse Grant Funds to SONOMA.

3.3 **Use of Funds.**

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

(b) **Modification of Grant Plan.** Under Sections 1.1(f) and 10.2 of this Agreement, SONOMA may submit a written request to modify the Grant Plan. SONOMA shall not appropriate, encumber or expend any additional or reallocated Grant Funds pursuant to such a request for modification until (1) the General Manager or designee has provided written approval for the request and (2) the parties have finally executed a modification of this Agreement under Section 10.2, to reflect the modified Grant Plan. In addition, if the modification request requires approval from the Approval Authority and/or Cal OES, as determined by the General Manager, SONOMA shall not appropriate, encumber or expend any additional or reallocated Grant Funds pursuant to the modification request without approval from the Approval Authority and/or Cal OES.

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

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

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

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

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

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

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

- (a) Administrative Requirements:
 1. 2 CFR Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (formerly 44 CFR Part 13, OMB Circulars A-21, A-87, A-89, A-102, A-110, A-122, and A-133).
- (b) Cost Principles:
 1. 2 CFR Part 200, Subpart E - *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (formerly 44 CFR Part 13, OMB Circulars A-21, A-87, A-89, A-102, A-110, A-122, and A-133);
 2. Federal Acquisition Regulations (FAR), Part 31.2 *Contract Principles and Procedures, Contracts with Commercial Organizations.*
- (c) Audit Requirements:

1. 2 CFR Part 200 Subpart F - *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (formerly 44 CFR Part 13, OMB Circulars A-21, A-87, A-89, A-102, A-110, A-122, and A-133).

3.6 **Technology Requirements.**

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

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

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

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

3.7 **Procurement Requirements.**

(a) General Requirements. SONOMA shall follow its own procurement requirements as long as those requirements comply with all applicable federal and State of California statutes, regulations, requirements, policies, guides, guidelines and instructions, including the most recent restrictions on the purchase of general purpose equipment (see FY 2016 HGSP Notice of Funding Opportunity ("NOFO") at pgs. 27-28) and on purchases of specified controlled equipment (see NOFO at pg. 59).

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

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

3.8 **Subgrantee and Contractor Requirements.**

(a) SONOMA shall ensure and independently verify that any subgrantee, contractor or other entity receiving Grant Funds through or from SONOMA is not debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs, under Executive Orders 12549 and 12689, as implemented at 2 CFR Part 3000. SONOMA shall obtain documentation of eligibility before disbursing Grant Funds to any subgrantee, contractor or other entity. SONOMA shall maintain documentary proof of this verification in its files. SONOMA shall establish procedures for the effective use of the "Excluded Parties List System," to assure that it does not provide Grant Funds to

excluded parties. SONOMA shall also establish procedures to provide for effective use and/or dissemination of the list to assure that its grantees and subgrantees, including contractors, at any tier do not make awards in violation of the non-procurement debarment and suspension common rule.

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

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

3.9 **Monitoring Grant Performance.**

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

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

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

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

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

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

(b) The UASI Management Team will review all Reimbursement Requests for compliance with this Agreement and all applicable guidelines and requirements. The UASI Management Team will

return to SONOMA any Reimbursement Request that is submitted and not approved by the UASI Management Team, with a brief statement of the reason for the rejection of the Reimbursement Request.

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

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

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

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

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

3.13 **EHP Requirements.**

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

that area and notify the UASI Management Team, which will notify the appropriate State Historic Preservation Office. If SONOMA is using Grant Funds for a communication tower project, SONOMA shall complete its Federal Communication Commission (“FCC”) EHP process before preparing its Cal OES/FEMA EHP materials, and shall include the FCC EHP materials in the Cal OES/FEMA submission.

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

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

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

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

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

3.16 **Publication Statements.** SONOMA shall ensure that all publications created or developed under this Agreement prominently contain the following statement: “This document was prepared under a grant from the Federal Emergency Management Agencies Grant Programs Directorate (FEMA/GPD) within the US Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA/GPD or the US Department of Homeland Security.”

ARTICLE 4 REPORTING REQUIREMENTS; AUDITS

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

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

4.3 **Books and Records.** SONOMA shall establish and maintain accurate files and records of all aspects of the Grant Plan and the matters funded in whole or in part with Grant Funds. Without limiting

the scope of the foregoing, SONOMA shall establish and maintain accurate financial books and accounting records relating to Authorized Expenditures and to Grant Funds received and expended under this Agreement, together with all invoices, documents, payrolls, time records and other data related to the matters covered by this Agreement, whether funded in whole or in part with Grant Funds. SONOMA shall maintain all of the files, records, books, invoices, documents, payrolls and other data required to be maintained under this Section in a readily accessible location and condition for a period of not less than three (3) years after expiration of this Agreement or until any final audit by Cal OES has been fully completed, whichever is later.

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

4.5 **Audit Report.** If the amount specified in Section 3.2 of this agreement is \$750,000 or more, SONOMA shall submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with GAO's *Government Auditing Standards*, and 2 CFR Part 200 Subpart F - *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*. SONOMA shall submit its audit report to the UASI Management Team no later than six months after the end of SONOMA's fiscal year.

ARTICLE 5 REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

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

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

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

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

ARTICLE 6 INDEMNIFICATION AND GENERAL LIABILITY

6.1 **Indemnification.** SONOMA shall indemnify, protect, defend and hold harmless each of the Indemnified Parties from and against any and all Losses arising from, in connection with or caused by SONOMA's performance of this Agreement, including, but not limited to, the following: (a) a material breach of this Agreement SONOMA; (b) a material breach of any representation or warranty of SONOMA contained in this Agreement; (c) any personal injury or death caused, directly or indirectly, by any act or omission of SONOMA or its employees, subgrantees or agents; (d) any loss of or damage to property caused, directly or indirectly, by any act or omission of SONOMA or its employees, subgrantees or agents; (e) the use, misuse or failure of any equipment or facility used by SONOMA, or by any of its employees, subgrantees or agents, regardless of whether such equipment or facility is furnished, rented or loaned to SONOMA by an Indemnified Party; (f) any tax, fee, assessment or other charge for which SONOMA is responsible under Section 10.4; or (g) any infringement of patent rights, copyright, trade secret or any other proprietary right or trademark of any person or entity in consequence of the use by any Indemnified Party of any goods or services furnished by SONOMA or its employees, subgrantees or agents to such Indemnified Party in connection with this Agreement. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and San Francisco's costs of investigating any claims against San Francisco.

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

prior written consent to settle or compromise any Loss if SONOMA contends that such Indemnified Party shares in liability with respect thereto.

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

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

ARTICLE 7

EVENTS OF DEFAULT AND REMEDIES; TERMINATION FOR CONVENIENCE

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

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

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

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

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

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

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

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

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

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

7.3 **Termination for Convenience.**

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

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

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

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

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

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

ARTICLE 8 ASSIGNMENTS

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

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

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

ARTICLE 9 NOTICES AND OTHER COMMUNICATIONS

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

If to San Francisco:

San Francisco Department of Emergency Management
1011 Turk Street
San Francisco, CA 94102
Attn: Anne Kronenberg, Executive Director
Anne.Kronenberg@sfgov.org

If to the UASI Management Team:

UASI Management Team
711 Van Ness Avenue, Suite #420
San Francisco, CA 94102
Attn: Catherine Spaulding, Assistant General Manager
Catherine.Spaulding@sfgov.org

If to SONOMA:

Sonoma County Fire and Emergency Services Department
2300 County Center Drive, Suite 220 – Building B
Santa Rosa, CA 95403
Attn: Director, Sonoma County Fire & Emergency Services

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

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

ARTICLE 10 MISCELLANEOUS

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

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

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

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

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

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

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

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

10.8 **Severability.** Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

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

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

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

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

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

- a) 80% or more of annual gross revenues are from Federal awards (contracts, sub-contracts and Federal financial assistance), and \$25,000,000 or more in annual gross revenues from Federal awards; and,
- b) Compensation information is not already available through reporting to the Securities and Exchange Commission.

10.13 **Cooperation with UASI Programs and Activities.**

(a) Subject to reasonable terms and conditions, SONOMA agrees to participate in UASI-sponsored exercises, and to make available equipment acquired with Grant Funds for use as part of such exercises.

(b) To the extent permitted by law, SONOMA agrees to share with the Approval Authority informational work products (such as plans, reports, data, etc.) created or acquired using Grant Funds.

ARTICLE 11 INSURANCE

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

- (a) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and
- (b) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and
- (c) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

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

- (a) Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.
- (b) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

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

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

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

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

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

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

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

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

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

ARTICLE 12 COMPLIANCE

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

12.2 **Conflict of Interest.** Through its execution of this Agreement, SONOMA acknowledges that it is familiar with the provisions of Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify City if it becomes aware of any such fact during the term of this Agreement. SONOMA agrees that it will promptly notify City in writing of all violations of State or Federal criminal law involving fraud, bribery, or gratuities affecting or involving the use of Grant Funds.

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

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

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

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

CITY AND COUNTY OF SAN FRANCISCO:

COUNTY OF SONOMA:

SAN FRANCISCO DEPARTMENT OF
EMERGENCY MANAGEMENT

By:

By:

ANNE KRONENBERG
EXECUTIVE DIRECTOR

DIRECTOR
SONOMA COUNTY FIRE & EMERGENCY
SERVICES

Federal Tax ID #: 94-6000539

Approved as to Form:

Dennis J. Herrera
City Attorney

By: _____
Matthew Lee
Deputy City Attorney

Appendix A — Authorized Expenditures and Timelines

ENTITY: **SONOMA**

Total allocation to be spent on the following solution areas:

<u>IJ Number and Title</u>	<u>Program Description</u>	<u>Projected Milestone Dates (to be completed on or about)</u>	<u>Deliverable Dates</u>	<u>Solution Areas</u>	<u>Amount</u>
<i>Project Title: North Bay Hub Risk/Capability Planner</i>					
IJ-2: Protect Critical Infrastructure & Key Resources	Funding a Planner position to continue strengthening terrorism preparedness plans.	Coordinate & Manage Proposal Process: 1/31/18 Participate/Manage North Bay Proposals: 3/15/18 Update/Add CIKR assets into RAC: 5/31/18 Assist/Support completion of Hub Core Capabilities: 7/2/18 Project Management relative ongoing Hub Projects: 9/28/18 Ongoing attendance at Regional Working Groups: 12/28/18	Project Completion date: 12/31/18 Final deadline for Claim Submittal: 1/31/19	Planning	PROJECT NOT TO EXCEED \$156,225
<i>Project Title: Aerial Intelligence and Communication Systems</i>					
IJ-2: Protect Critical Infrastructure & Key Resources	To fund an aerial camera and multi-band communication system for the County's helicopter.	RFQ Release: 06/28/17 Issuance of PO: 02/01/18 Receive Equipment: 04/02/18 Test Equipment: 04/16/18	Project Completion date: 05/01/18 Final deadline for Claim Submittal: 06/01/18	Equipment: AEL# 04MD-01-IREDD 06CP-01-BASE	PROJECT NOT TO EXCEED \$100,000
		TOTAL ALLOCATION			TOTAL NOT TO EXCEED: <u>\$256,225</u>

PLANNING

Reimbursement for Planning Requires:

- **Personnel** – Prior to any expenditure for personnel, SONOMA must submit completed job descriptions to the UASI detailing the planning activities the personnel will complete and the deliverables to be produced. Prior to reimbursement, SONOMA must submit the following: all functional time sheets, payroll documentation showing payment of salaries and benefits, or cancelled checks; work product or certification that work was completed including a statement of completed activities.
- **Contracts** – All contracts must be pre-approved by the UASI prior to execution. In addition, SONOMA must satisfy the following guidelines:
 - Procurement of contractual services must follow local policies and procedures for competitive purchasing (provided they are not in conflict with Federal regulations which supersede them). If sole source approval is needed, SONOMA must transmit a sole source request to the UASI for submission to the State.
 - The contract must have a clearly stated scope of work and deliverables, deadlines for completion of work, and a schedule of contract payments.
 - All services must be performed and paid within the grant performance period.
- **Travel** - travel for planning activities must be pre-approved in accordance with the Bay Area UASI Travel Policy (adopted by the Approval Authority in September 2011) prior to scheduling. Invoices must include all backup documentation, including conference agendas, programs, brochures, lodging receipts, per diem calculations, airfare receipts/boarding passes, mileage calculations, other transportation receipts, and proof of payment.

EQUIPMENT

Reimbursement for Equipment Requires:

- An approved EHP memo, if applicable.
- A performance bond is required for any equipment item that exceeds \$250,000, or for any vehicle, aircraft, or watercraft, regardless of the cost. Failure to obtain and submit a performance bond to the UASI may result in disallowance of cost.
- As allowable under Federal guidelines, procurement of equipment must follow local policies and procedures for competitive purchasing (provided they are not in conflict with Federal regulations which supersede them). If sole source approval is needed, SONOMA must transmit the request to the UASI for request to the State.
- Prior to reimbursement, SONOMA must submit all invoices, AEL numbers, and a list of all equipment ID numbers and the deployed locations.
- SONOMA must inventory, type, organize and track all equipment purchased in order to facilitate the dispatch, deployment, and recovery of resources before, during, and after an incident.

-
- All requests for reimbursements must be submitted by January 31, 2019, unless an earlier deadline is set in this Appendix. SONOMA should submit reimbursement requests on a quarterly basis, as applicable.
 - Authorized expenditures must fall into one of the following categories: Planning, Organization, Equipment, Training, or Exercises. Descriptions of authorized expenditures are in the following documents:
 - *FY 2017 Homeland Security Grant Program Notice of Funding Opportunity*: https://www.fema.gov/media-library-data/1496691855715-4d78d65ebb300900ce6c945931eff2c6/FY_2017_HSGP_NOFO_20170601v2014_605.pdf
 - *California Supplement to the Federal Funding Opportunity Announcement*, dated September 2017, available at <http://www.caloes.ca.gov/GrantsManagementSite/Documents/FY%202017%20HSGP%20State%20Guidances.pdf#search=Fiscal%20Year%202017%20Homeland%20Security%20Grant%20Program%20California%20Supplement%20to%20the%20Federal%20Notice%20of%20Funding%20Opportunity%20September> as “FY 2017 Homeland Security Grant Program California Supplement to the Federal Notice of Funding Opportunity.”
 - *Authorized Equipment List*: <http://www.fema.gov/authorized-equipment-list>
 - *Cal OES Rules and Regulations, including the Recipient Handbook*: <http://www.caloes.ca.gov/GrantsManagementSite/Documents/2017%20Subrecipient%20Handbook.pdf>
 - ***Any equipment purchased under this Agreement must match the UASI 2017 Grant Application Workbook. Any modification to the inventory list in that Workbook must receive prior written approval from by the Bay Area UASI Program Manager.***
 - ***No Management and Administration expenses are allowed, unless expressly identified and authorized in this Appendix.***
 - ***Sustainability requirements may apply to some or all of the grant funded projects or programs authorized in this Appendix. See Agreement, ¶3.12.***
 - ***All EHP documentation must be submitted and approved prior to any expenditure of funds requiring EHP submission.***

Appendix B-- Grant Assurances

Name of Jurisdiction: COUNTY OF SONOMA

Name of Authorized Agent: Director, Sonoma County Fire & Emergency Services

Address: 2300 County Center Drive, B220

City: Santa Rosa State: California Zip Code: 95403

Telephone Number: (707) 565-1157

Fax Number: (707) 565-1172

E-Mail Address: TBD

As the duly authorized representative of SONOMA, I hereby certify that SONOMA has the legal authority to apply for federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay any non-federal share of project cost) to ensure proper planning, management and completion of the project described in this application, within prescribed timelines.

I further acknowledge that SONOMA is responsible for reviewing and adhering to all requirements within the:

- (a) Applicable Federal Regulations (see below);
- (b) Federal Program Notice of Funding Opportunity (NOFO);
- (c) California Supplement to the NOFO; and
- (d) Federal and State Grant Program Guidelines.

Federal Regulations

Government cost principles, uniform administrative requirements and audit requirements for federal grant programs are set forth in Title 2, Part 200 of the Code of Federal Regulations (C.F.R.). Updates are issued by the Office of Management and Budget (OMB) and can be found at <http://www.whitehouse.gov/omb/>.

Significant state and federal grant award requirements (some of which appear in the documents listed above) are set forth below. SONOMA hereby agrees to comply with the following:

1. Proof of Authority

SONOMA will obtain written authorization from the city council, governing board or authorized body in support of this project. This written authorization must specify that SONOMA and the city council, governing board, or authorized body agree:

- (a) To provide all matching funds required for the grant project and that any cash match will be appropriated as required.
- (b) Any liability arising out of the performance of this agreement shall be the responsibility of SONOMA and the city council, governing board or authorized body.
- (c) Grant funds shall not be used to supplant expenditures controlled by the city council, governing board or authorized body; and
- (d) The official executing this agreement is, in fact, authorized to do so.

This Proof of Authority must be maintained on file and readily available upon request.

2. Period of Performance

SONOMA will initiate work after approval of the award and complete all work within the period of performance specified in the grant.

3. Lobbying and Political Activities

As required by Section 1352, Title 31 of the United States Code (U.S.C.), for persons entering into a contract, grant, loan or cooperative agreement from an agency or requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan, SONOMA certifies that:

- (a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

SONOMA will also comply with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and §§7324- 7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

Finally, SONOMA agrees that federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation or policy without the express written approval from the California Governor's Office of Emergency Services (Cal OES) or the federal awarding agency.

4. Debarment and Suspension

As required by Executive Orders 12549 and 12689, and 2 C.F.R. §200.212 and codified in 2 C.F.R. Part 180, Debarment and Suspension, SONOMA will provide protection against waste, fraud, and abuse by debarment or suspending those persons deemed irresponsible in their dealings with the federal government. SONOMA certifies that it and its principal, subgrantees, recipients or subrecipients:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default.

Where SONOMA is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

5. Non-Discrimination and Equal Employment Opportunity

SONOMA will comply with all federal statutes relating to non-discrimination. These include, but are not limited to, the following:

- (a) Title VI of the Civil Rights Act of 1964 (Public Law (P.L.) 88-352 and 42 U.S.C. §2000d et. seq.) which prohibits discrimination on the basis of race, color, or national origin and requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services;
- (b) Title IX of the Education Amendments of 1972, (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex in any federally funded educational program or activity;
- (c) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. §794), which prohibits discrimination against those with disabilities or access and functional needs;
- (d) Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability and requires buildings and structures be accessible to those with disabilities and access and functional needs (42 U.S.C. §§ 12101-12213.);
- (e) Age Discrimination Act of 1975, (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;
- (f) Public Health Service Act of 1912 (42 U.S.C. §§ 290), relating to confidentiality of patient records regarding substance abuse treatment;
- (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), relating to nondiscrimination in the sale, rental or financing of housing as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units

(all units in buildings with elevators and ground-floor units in buildings without elevators)— be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201); ;

- (h) Executive Order 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin;
- (i) Executive Order 11375, which bans discrimination on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin in hiring and employment in both the United States federal workforce and on the part of government contractors;
- (j) California Public Contract Code §10295.3, which prohibits discrimination based on domestic partnerships and those in same sex marriages;
- (k) DHS policy to ensure the equal treatment of faith-based organizations, under which all applicants and recipients must comply with equal treatment policies and requirements contained in 6 C.F.R. Part 19;
- (l) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and
- (m) The requirements of any other nondiscrimination statute(s) which may apply to the application.

In addition to the items listed in (a) through (m), SONOMA will comply with California's Fair Employment and Housing Act (FEHA). FEHA prohibits harassment and discrimination in employment because of ancestry, familial status, race, color, religious creed (including religious dress and grooming practices), sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth, or breastfeeding), gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental and physical disability, genetic information, medical condition, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave (California Government Code §§ 12940, 12945, 12945.2), military and veteran status, and/or retaliation for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions.

6. Drug-Free Workplace

As required by the Drug-Free Workplace Act of 1988 (41 U.S.C. §701 et seq.), SONOMA certifies that it will maintain a drug-free workplace and a drug-free awareness program as outlined in the Act.

7. Environmental Standards

SONOMA will comply with state and federal environmental standards, which may be prescribed pursuant to the following, as applicable:

- (a) California Environmental Quality Act (CEQA) (California Public Resources Code §§ 21000-21177), to include coordination with the city or county planning agency;
- (b) CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, §§ 15000-15387);

- (c) Federal Clean Water Act (CWA) (33 U.S.C. § 1251 et seq.), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters;
- (d) Federal Clean Air Act of 1955 (42 U.S.C. § 7401) which regulates air emissions from stationary and mobile sources;
- (e) Institution of environmental quality control measures under the National Environmental Policy Act (NEPA) of 1969 (P.L. 91-190); the Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA; and Executive Order 12898 which focuses on the environmental and human health effects of federal actions on minority and low-income populations with the goal of achieving environmental protection for all communities;
- (f) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
- (g) Executive Order 11514 which sets forth national environmental standards;
- (h) Executive Order 11738 instituted to assure that each federal agency empowered to enter into contracts for the procurement of goods, materials, or services and each federal agency empowered to extend federal assistance by way of grant, loan, or contract shall undertake such procurement and assistance activities in a manner that will result in effective enforcement of the Clean Air Act and the Federal Water Pollution Control Act Executive Order 11990 which requires preservation of wetlands;
- (i) The Safe Drinking Water Act of 1974, (P.L. 93-523);
- (j) The Endangered Species Act of 1973, (P.L. 93-205);
- (k) Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
- (l) Conformity of Federal Actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.);
- (m) Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

SONOMA shall not be: 1) in violation of any order or resolution promulgated by the State Air Resources Board or an air pollution district; 2) subject to a cease and desist order pursuant to § 13301 of the California Water Code for violation of waste discharge requirements or discharge prohibitions; or 3) determined to be in violation of federal law relating to air or water pollution.

8. Audits

For subrecipients expending \$750,000 or more in federal grant funds annually, SONOMA will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and Title 2 of the Code of Federal Regulations, Part 200, Subpart F Audit Requirements.

9. Access to Records

In accordance with 2 C.F.R. §200.336, SONOMA will give the awarding agency, the Comptroller General of the United States and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award.

SONOMA will require any subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with this provision.

10. Conflict of Interest

SONOMA will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

11. Financial Management

False Claims for Payment SONOMA will comply with 31 U.S.C §§ 3729-3733 which sets forth that no recipient shall submit a false claim for payment, reimbursement or advance.

12. Reporting - Accountability

SONOMA agrees to comply with applicable provisions of the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282), specifically (a) the reporting of subawards obligating \$25,000 or more in federal funds and (b) executive compensation data for first-tier subawards. This includes the provisions of FFATA, which includes requirements for executive compensation, and also requirements implementing the Act for the non-federal entity at 2 C.F.R. Part 25 Financial Assistance Use of Universal Identifier and Central Contractor Registration and 2 C.F.R. Part 170 Reporting Subaward and Executive Compensation Information.

13. Whistleblower Protections

SONOMA also must comply with statutory requirements for whistleblower protections at 10 U.S.C. § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. § 4304 and § 4310.

14. Human Trafficking

SONOMA will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a subrecipient from: (1) engaging in trafficking in persons during the period of time that the award is in effect; (2) procuring a commercial sex act during the period of time that the award is in effect; or (3) using forced labor in the performance of the award or subawards under the award.

15. Labor Standards

SONOMA will comply with the following federal labor standards:

- (a) The Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), as applicable, and the Copeland Act (40 U.S.C. § 3145 and 18 U.S.C. § 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally-assisted construction contracts or subcontracts; and
- (b) The Federal Fair Labor Standards Act (29 U.S.C. § 201 et al.) as they apply to employees of institutes of higher learning (IHE), hospitals and other non-profit organizations.

16. Worker's Compensation

SONOMA must comply with provisions which require every employer to be insured to protect workers who may be injured on the job at all times during the performance of the work of this

Agreement, as per the workers compensation laws set forth in California Labor Code §§ 3700 et seq.

17. Property-Related

If applicable to the type of project funded by this federal award, SONOMA will:

- (a) Comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchase;
- (b) Comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires subrecipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more;
- (c) Assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. § 469a-1 et seq.); and
- (d) Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831 and 24 CFR Part 35) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

18. Certifications Applicable Only to Federally-Funded Construction Projects

For all construction projects, SONOMA will:

- (a) Not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project;
- (b) Comply with the requirements of the awarding agency with regard to the drafting, review and approval of construction plans and specifications; and
- (c) Provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

19. Use of Cellular Device While Driving is Prohibited

Applicants are required to comply with California Vehicle Code sections 23123 and 23123.5. These laws prohibit driving a motor vehicle while using an electronic wireless communications device to write, send, or read a text-based communication. Drivers are also prohibited from the use of a wireless telephone without hands-free listening and talking, unless to make an emergency call to 911, law enforcement, or similar services.

20. California Public Records Act and Freedom of Information Act

SONOMA acknowledges that all information submitted in the course of applying for funding under this program, or provided in the course of an entity's grant management activities that are under Federal control, is subject to the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and the California Public Records Act, California Government Code section 6250 et seq. SONOMA should consider these laws and consult its own State and local laws and regulations regarding the release of information when reporting sensitive matters in the grant application, needs assessment, and strategic planning process.

HOMELAND SECURITY GRANT PROGRAM - PROGRAM SPECIFIC ASSURANCES / CERTIFICATIONS

21. Reporting Accusations and Findings of Discrimination

If during the past three years the recipient has been accused of discrimination on any basis the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS Financial Assistance Office and the DHS Office for Civil Rights and Civil Liberties (CRCL) by e-mail at crcl@hq.dhs.gov or by mail at U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties, Building 410, Mail Stop #0190, Washington, D.C. 20528.

If the courts or administrative agencies make a finding of discrimination on grounds of race, color, national origin (including LEP), sex, age, disability, religion, or familial status against the recipient, or the recipients settle a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Financial Assistance Office and the CRCL by e-mail or mail at the addresses listed above.

The United States has the right to seek judicial enforcement of these obligations.

22. Acknowledgment of Federal Funding from DHS

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

23. Activities Conducted Abroad

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

24. Best Practices for Collection and Use of Personally Identifiable Information (PII)

DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. All recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. Recipients may also

find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template a useful resource respectively.

25. Copyright

All recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

26. Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

27. Energy Policy and Conservation Act

All recipients must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

28. Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

29. Fly America Act of 1974

All recipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942

30. Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. § 2225a.

31. Non-supplanting Requirements

All recipients who receive federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

32. Patents and Intellectual Property Rights

Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

33. SAFECOM

All recipients who receive federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

34. Terrorist Financing

All recipients must comply with Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

35. Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the recipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

36. USA Patriot Act of 2001

All recipients must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

37. Use of DHS Seal, Logo, and Flags

All recipients must obtain permission from their DHS Financial Assistance Office, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

IMPORTANT

The purpose of the assurance is to obtain federal and state financial assistance, including any and all federal and state grants, loans, reimbursement, contracts, etc. SONOMA recognizes and agrees that state financial assistance will be extended based on the representations made in this assurance. This assurance is binding on SONOMA, its successors, transferees, assignees, etc. Failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

All appropriate documentation, as outlined above, must be maintained on file by SONOMA and available for Cal OES or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the subrecipient may be ineligible for award of any future grants if the Cal OES determines that any of the following has occurred: (1) the recipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

All of the language contained within this document must be included in the award documents for all subawards at all tiers. All recipients are bound by the Department of Homeland Security Standard Terms and Conditions 2017, Version 7.0, hereby incorporated by reference, which can be found at: <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>.

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

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: _____

Title: _____ Date: _____

Appendix C -- Form of Reimbursement Request

REIMBURSEMENT REQUEST

_____, 2018

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

Re: FY 17 UASI Grant Reimbursement Request

Pursuant to Section 3.10 of the "Agreement between the City and County of San Francisco and the County of SONOMA for the Distribution of FY 2017 UASI Grant Funds" (the "Agreement"), dated NOVEMBER 1, 2017, between the County of SONOMA ("SONOMA") and the City and County of San Francisco, SONOMA hereby requests reimbursement as follows:

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

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

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

SONOMA certifies that:

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

- (c) The representations, warranties and certifications made in the Agreement are true and correct in all material respects as if made on the date hereof, and SONOMA is in compliance with all Grant Assurances in Appendix B of the Agreement. Furthermore, by signing this report, SONOMA certifies to the best of their knowledge and belief that the report is true, complete and accurate and expenditures, disbursements, and cash receipts are for the purpose and objectives set forth in the terms and conditions of the federal award. SONOMA is aware that any false, fictitious or fraudulent information or the omission of any material fact, may subject SONOMA to criminal civil or administrative penalties for fraud, false statements, false claims or otherwise.
- (d) No Event of Default has occurred and is continuing.
- (e) The undersigned is an officer of SONOMA authorized to execute this Reimbursement Request on behalf of SONOMA.

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: _____

Title: _____ Date: _____

SCHEDULE 1 TO REQUEST FOR REIMBURSEMENT

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

Project	Payee	Amount	Description	If final claim for project, check box
				<input type="checkbox"/>

The following are attached as part of this Schedule 1 (Please check items that are applicable):

Planning:

- Invoice/Payroll Charges
- Payroll Register
- Cleared Check Payment
- Job Description
- Functional Timesheets
- Deliverables/Progress Reports

Organization:

- Invoice/Payroll Charges
- Payroll Register
- Cleared Check Payment
- Job Description
- Functional Timesheets
- Deliverables/Progress Reports

Equipment:

- Invoice
- Cleared Check Payment
- Purchase Order
- Packing Slip
- EHP Approval
- EOC Approval
- Watercraft or Aviation
- Sole Source
- Performance Bond
- Equipment Ledger (Please submit electronic copy to Grants Specialist)

Training:

- Invoice
- Cleared Check Payment
- Training Feedback Number
- EHP Approval
- Certificates/Proof of Participation
- Sign In Sheet
- Agenda

Exercise:

- Invoice
- Cleared Check Payment
- After Action Report
- EHP Approval
- Overtime Authorization

For inquiries/questions, please contact:

_____ Phone #: _____ Email: _____
 Print Name



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors of Sonoma County

Board Agenda Date: December 12, 2017

Vote Requirement: Majority

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

Staff Name and Phone Number:

Barbie Robinson, 565-7876

Supervisorial District(s):

Title: Sonoma Complex Fires Disaster Response and Recovery Services Agreement

Recommended Actions:

Authorize the Director of Health Services to execute the first amendment to an agreement with California Association of Environmental Health Administrators to provide disaster response and recovery services in support of the Sonoma Complex Fires, increasing the amount by \$350,000, resulting in a new total not-to-exceed amount of \$500,000 through June 30, 2018.

Executive Summary:

The Department of Health Services' Environmental Health and Safety Section is responsible for providing environmental health oversight and technical assistance for debris removal efforts related to the Sonoma Complex Fires. The Environmental Health and Safety Section also manages the Debris Removal Right-of-Entry Processing Center and is responsible for tracking right-of-entry and cleanup process documentation. To address the workload associated with the Sonoma Complex Fires and to ensure that adequate resources with the required skills and credentials are available, the Department of Health Services requests approval to amend an existing agreement with California Association of Environmental Health Administrators, increasing the agreement funding amount to \$500,000.

Discussion:

In response to the recent Tubbs, Nuns, and Pocket fires, which destroyed approximately 5,130 homes in Sonoma County, the Sonoma County Consolidated Fire Debris Removal Program was established to ensure the safe and timely cleanup of affected properties so that homeowners can begin the process of rebuilding. The Program includes two phases: removal of household hazardous waste and removal of other fire-related debris. Phase I involved efforts by the United States Environmental Protection Agency to inspect properties and remove any household hazardous wastes that posed a threat to human health, animals, or the environment such as batteries, asbestos siding, and paints. In Phase II, the Governor's Office of Emergency Services, the Federal Emergency Management Agency, and local officials are coordinating with the U.S. Army Corps of Engineers to conduct fire-related debris removal from the properties of all homeowners electing to participate in the Debris Removal Program.

To participate in the Program’s optional Phase II, homeowners were required to complete appropriate right-of-entry paperwork. Seeing participation in the Program as the fastest, easiest, and most economical way to clear their lots and prepare to rebuild, in excess of 85 percent of Sonoma County homeowners elected to participate. November 13, 2017 was established as the deadline to submit paperwork necessary to participate in the Program, with late right-of-entry form submissions considered on a case-by-case basis for inclusion in the Program. Homeowners living in the unincorporated areas of the County who elect to have a private contractor perform their cleanup were given until November 22nd to submit an opt-out form with the County.

The Department of Health Services’ Environmental Health and Safety Section is responsible for providing environmental health oversight and technical assistance for debris removal efforts related to the Sonoma Complex Fires. In addition, the Environmental Health and Safety Section manages the Debris Removal Right-of-Entry Processing Center and is responsible for tracking right-of-entry and cleanup process documentation. To address the workload associated with the Sonoma Complex Fires and to ensure that adequate resources with the required skills and credentials are available, the Department entered into an agreement with the California Association of Environmental Health Administrators. The California Association of Environmental Health Administrators is a legal entity representing and providing the professional services of environmental health professionals. The original agreement, under which services have been provided since late October, has a not-to-exceed amount of \$150,000. To continue efforts related to the recent fires, the Department of Health Services requests approval to amend the existing agreement to increase funding by \$350,000, for a new not-to-exceed amount of \$500,000. Increased funding will allow the Registered Environmental Health Specialist directors currently providing services to continue efforts through the remainder of the debris removal process. The Sonoma County Purchasing Agent approved a sole source waiver for the original agreement and the proposed amendment based on the unique qualifications of the Registered Environmental Health Specialists accessible through California Association of Environmental Health Administrators.

Prior Board Actions:

N/A

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

Contracting for the needed services ensure that adequate resources with the required skills and credentials are available to quickly and efficiently operate the Fire Debris Removal Program and serves to ensure the safe and timely cleanup of affected properties so that homeowners can begin the process of rebuilding.

Fiscal Summary			
Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses	0		
Additional Appropriation Requested	350,000		
Total Expenditures	350,000	0	0
Funding Sources			
General Fund/WA GF			
State/Federal	350,000	0	0
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources	350,000	0	0
Narrative Explanation of Fiscal Impacts:			
Funding for the agreement with California Association of Environmental Health Administrators will be determined through the Federal Emergency Management Agency Federal reimbursement process. Department of Health Services resources will be utilized until reimbursement is received.			
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:			
Agreement with California Association of Environmental Health Administrators, first amendment to agreement with California Association of Environmental Health Administrators			
Related Items "On File" with the Clerk of the Board:			
None			

COUNTY OF SONOMA
AGREEMENT FOR SERVICES

This agreement ("Agreement"), dated as of December 6, 2017, ("Effective Date") is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and California Association of Environmental Health Administrators (hereinafter "Contractor").

RECITALS

WHEREAS, the Sonoma Complex Fires began on Sunday, October 9, 2017, resulting in evacuations and wildfire damage in multiple areas throughout Sonoma County;

WHEREAS, the County Administrator of the County of Sonoma proclaimed the existence of a local emergency within the Sonoma County Operational Area on October 9, 2017 and then made another proclamation with a request that the Governor of the State of California make available California Disaster Act Assistance and seek all available forms of disaster assistance and relief programs, including a request for a Presidential Declaration of a Major Disaster;

WHEREAS, the Board of Supervisors of the County of Sonoma ratified the Proclamation of Existence of a Local Emergency issued by the County Administrator;

WHEREAS, the Governor of the State of California proclaimed a State of Emergency and declared eligibility for Fire Management Assistance Grant and other relief programs. Further, the President of the United States declared the existence of a major disaster in the State of California and ordered Federal aid to supplement State and local recovery efforts in the areas affected by wildfires, including the Complex Fire in Sonoma County;

WHEREAS, current circumstances necessitate the provision of services of Registered Environmental Health Specialists to assist in the cleanup and abatement of sites impacted by the Sonoma Complex Fires;

WHEREAS, the need for services is immediate and circumstances will not permit a delay resulting from competitive solicitation;

WHEREAS, Contractor represents that it can provide the necessary Registered Environmental Health Specialists to perform the needed services; and

WHEREAS, in the judgment of the Board of Supervisors, it is necessary and desirable to use the services of Contractor for providing Registered Environmental Health Specialists services related to the cleanup and abatement of sites impacted by the Sonoma Complex Fires.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

AGREEMENT

1. Scope of Services

1.1. Contractor's Specified Services

Contractor shall perform the services described in Exhibit A (Scope of Work and Budget), attached hereto and incorporated herein by this reference (hereinafter "Exhibit A"), within the times or by the dates provided for in Exhibit A and pursuant to Article 7 (Prosecution of Work).

In the event of a conflict between the body of this Agreement and Exhibit A, the provisions in the body of this Agreement shall control.

1.2. Cooperation With County

Contractor shall cooperate with County and County staff in the performance of all work hereunder.

1.3. Performance Standard

Contractor shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Contractor's profession. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state, and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release. If County determines that any of Contractor's work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Contractor to meet with County to review the quality of the work and resolve matters of concern; (b) require Contractor to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 4 (Termination); or (d) pursue any and all other remedies at law or in equity.

1.4. Assigned Personnel

- a. Contractor shall assign only competent personnel to perform work hereunder. In the event that at any time County, in its sole discretion, desires the removal of any person or persons assigned by Contractor to perform work hereunder, Contractor shall remove such person or persons immediately upon receiving written notice from County.
- b. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by County to be key personnel whose services were a material inducement to County to enter into this Agreement, and without whose services County would not have entered into this Agreement. Contractor shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of County. With respect to performance under this Agreement, Contractor shall employ the following key personnel: Mitch Bernstein, Craig Erickson, Diana Kato, Lewis Pozzebon, Stephen Spence, Robert Swift, and John Rogers.
- c. In the event that any of Contractor's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness, or other factors outside of Contractor's control, Contractor shall be responsible for timely provision of adequately qualified replacements.

1.5. Contract Exhibits

This Agreement includes the following exhibits, which are hereby incorporated by reference as though fully set forth herein:

- Exhibit A. Scope of Work and Budget
- Exhibit B. Insurance Requirements
- Exhibit C. Federal Provisions
- Exhibit D. Certification Regarding Lobbying

2. Payment

For all services and incidental costs required hereunder, Contractor shall be paid in accordance with the following terms:

2.1. Payment for Services

Contractor shall be paid on a time-and-material/expense basis in accordance with the budget set forth in Exhibit A (Scope of Work and Budget). Contractor shall submit its bills in arrears on a monthly basis in a form approved by County's Auditor and the Head of County department receiving the services. The bills shall show or include: (i) DOC Activity Log (ICS 214) with the time in quarter hours devoted to the task(s), (ii) the hourly rate(s) of the person(s) performing the task(s); and (iii) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by the Agreement shall not be reimbursed.

Unless otherwise noted in this Agreement, payments shall be made within the normal course of County business after presentation of an invoice in a form approved by County for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by County.

2.2. Maximum Payment Obligation

In no event shall County be obligated to pay Contractor more than the total sum of \$150,000 under the terms and conditions of this Agreement.

2.3. California Franchise Tax Withhold

Pursuant to California Revenue and Taxation Code (R&TC) Section 18662, County shall withhold seven percent of the income paid to Contractor for services performed within the State of California under this Agreement for payment and reporting to the California Franchise Tax Board if Contractor does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or partnership with a permanent place of business in California, (3) a corporation/LLC or partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

If Contractor does not qualify, County requires that a completed and signed California Form 587 be provided by Contractor in order for payments to be made. If Contractor is qualified, then County requires a completed California Form 590. California Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, Contractor agrees to promptly notify County of any changes in the facts. Forms should be sent to County pursuant to Article 12 (Method and Place of Giving Notice, Submitting Bills, and Making Payments). To reduce the amount withheld, Contractor has the option to provide County with either a full or partial waiver from the State of California.

2.4. Overpayment

If County overpays Contractor for any reason, Contractor agrees to return the amount of such overpayment to County, or at County's option, permit County to offset the amount of such

overpayment against future payments owed to Contractor under this Agreement or any other agreement.

2.5. Disallowance of Payment

In the event that Contractor claims or receives payment from County for a service, reimbursement for which is later disallowed by County, State of California, or the United States Government, then Contractor shall promptly refund the disallowed amount to County upon request, or at its option, County may offset the amount disallowed from any payment due or that becomes due to Contractor under this Agreement or any other agreement.

2.6. Budget Line Amendments

County Department of Health Services Director is authorized to approve and execute a "Budget Revision Form", which revises program funds in the line items set forth in the Program Budget Summary, so long as changes do not result in an increase in County's maximum payment obligation as set forth in Article 2 (Payment) of this Agreement.

2.7. Federal Funding

This Section 2.7 is applicable if all or part of this Agreement will be paid with federal awards.

2.7.1. Required Information

As a pass-through entity, County is required to provide certain information regarding federal award(s) to Contractor as a subrecipient. In signing this Agreement, Contractor acknowledges receipt of the following information regarding federal award(s) that will be used to pay this Agreement:

- a. CFDA Number: 97.036
- b. CFDA Title: Disaster Grants – Public Assistance
- c. Federal Agency: Department of Homeland Security Federal Emergency Management Agency
- d. Award Name: N/A
- e. Federal Award(s) Amount: \$150,000

2.7.2. Title 2 Code of Federal Regulations Part 200

As a subrecipient of federal awards, Contractor is subject to the provisions of Title 2 Code of Federal Regulations Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (hereinafter "2 CFR Part 200"). In signing this Agreement, Contractor acknowledges that it understands and will comply with the provisions of 2 CFR Part 200. One provision of 2 CFR Part 200 requires a subrecipient that expends \$750,000 in federal awards during its fiscal year to have an audit performed in accordance with 2 CFR Part 200. If such an audit is required, Contractor agrees to provide County with a copy of the audit report within 9 months of Contractor's fiscal year-end. Questions regarding 2 CFR Part 200 can be directed to County's Auditor-Controller-Treasurer-Tax Collector's Office – General Accounting Division.

2.7.3. Audits

Contractor agrees that all expenditures of state and federal funds furnished to Contractor pursuant to this Agreement are subject to audit by County, state agencies, and/or

federal agencies. Contractor warrants that it shall comply with the audit requirements as set forth in 2 CFR Part 200. County agrees to provide 14-days notice of intent of County to audit Contractor. Contractors subject to the Single Audit Act of 1984 and Single Audit Act Amendments of 1996 shall annually submit an independent audit conforming to 2 CFR Part 200, which applies to non-profit organizations.

2.7.4. Copy of Audit

Contractor agrees that a copy of audits performed shall be submitted to County no later than 30 days after completion of the audit report, or no later than 9 months after the end of Contractor's fiscal year, whichever comes first. The Contractor's agreement(s) with audit firms shall have a clause to permit access by County, state agencies, and/or federal agencies to the working papers of the external independent auditor.

2.7.5. Retention of Audit Report

Contractor agrees that audit reports and work papers shall be retained for a minimum of 7 years from the date of the audit report, unless the auditor is notified in writing by County, a state agency, and/or a federal agency to extend the retention period.

2.7.6. Repayment

Contractor is responsible for the repayment of all audit exceptions and disallowances taken by County, state agencies, and/or federal agencies related to services provided by Contractor under this Agreement. Unallowable costs that have been claimed and reimbursed will be refunded to the program that reimbursed the unallowable costs either by cash refund or by offset to subsequent claims.

3. Term of Agreement

The term of this Agreement shall be from October 31, 2017 to June 30, 2018 unless terminated earlier in accordance with the provisions of Article 4 (Termination).

4. Termination

4.1. Termination Without Cause

Notwithstanding any other provision of this Agreement, at any time and without cause, County shall have the right, in its sole discretion, to terminate this Agreement by giving 5 days advance written notice to Contractor.

4.2. Termination for Cause

Notwithstanding any other provision of this Agreement, should Contractor fail to perform any of its obligations hereunder within the time and in the manner herein provided or otherwise violate any of the terms of this Agreement, County may immediately terminate this Agreement by giving Contractor written notice of such termination, stating the reason for termination.

4.3. Delivery of Work Product and Final Payment Upon Termination

In the event of termination, Contractor, within 14 days following the date of termination, shall deliver to County all materials and work product subject to Section 9.11 (Ownership and Disclosure of Work Product) and all reports, original drawings, graphics, plans, studies, and other data or documents, in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, consultants, and other agents in connection with this Agreement,

and shall submit to County an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

4.4. Payment Upon Termination

Upon termination of this Agreement by County, Contractor shall be entitled to receive, as full payment for all services satisfactorily rendered and reimbursable expenses properly incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Contractor bear to the total services otherwise required to be performed for such total payment; provided, however, that if services which have been satisfactorily rendered are to be paid on a per-hour or per-day basis, Contractor shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to the termination times the applicable hourly or daily rate; and further provided, however, that if County terminates the Agreement for cause pursuant to Section 4.2 (Termination for Cause), County shall deduct from such amount the amount of damage, if any, sustained by County by virtue of the breach of the Agreement by Contractor.

4.5. Authority to Terminate

The Board of Supervisors has the authority to terminate this Agreement on behalf of County. In addition, the Purchasing Agent or Department of Health Services' Head, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of County.

4.6. Obligations After Termination

The following shall remain in full force and effect after termination of this Agreement: (1) Section 2.7 (Federal Funding), (2) Article 5 (Indemnification), (3) Section 9.5 (Records Maintenance), (4) Section 9.5.1 (Right to Audit, Inspect, and Copy Records), (5) Section 9.15 (Confidentiality), and (6) Section 13.5 (Applicable Law and Forum).

4.7. Change in Funding

Contractor understands and agrees that County shall have the right to terminate this Agreement immediately upon written notice to Contractor in the event that (1) any state and/or federal agency and/or other funder(s) reduces, withholds, or terminates funding which County anticipated using to pay Contractor for services provided under this Agreement, or (2) County has exhausted all funds legally available for payments due under this Agreement.

5. Indemnification

Contractor agrees to accept all responsibility for loss or damage to any person or entity, including County, and to indemnify, hold harmless, and release County, its officers, agents, and employees from and against any actions, claims, damages, liabilities, disabilities, or expenses that may be asserted by any person or entity, including Contractor, that arise out of, pertain to, or relate to Contractor's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Contractor agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to such Contractor's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Contractor's obligations under this Article apply whether or not there is concurrent or contributory negligence on County's part, but to the extent required by law, excluding liability due to County's conduct. County shall have the right to select its legal

counsel at Contractor's expense, subject to Contractor's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

6. Insurance

With respect to performance of work under this Agreement, Contractor shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described in Exhibit B (Insurance Requirements), which is attached hereto and incorporated herein by this reference (hereinafter "Exhibit B").

7. Prosecution of Work

The execution of this Agreement shall constitute Contractor's authority to proceed immediately with the performance of this Agreement. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God, or by strike, lockout, or similar labor disturbances, the time for Contractor's performance of this Agreement shall be extended by a number of days equal to the number of days Contractor has been delayed.

8. Extra or Changed Work

Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Changes which do not exceed the delegated signature authority of the Department may be executed by the Department Head in a form approved by County Counsel. The Board of Supervisors or Purchasing Agent must authorize all other extra or changed work which exceeds the delegated signature authority of the Department Head. The parties expressly recognize that, pursuant to Sonoma County Code Section 1-11, County personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Contractor to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Contractor shall be entitled to no compensation whatsoever for the performance of such work. Contractor further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the County.

9. Representations of Contractor

9.1. Standard of Care

County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state, and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release.

9.2. Status of Contractor

The parties intend that Contractor, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed.

Contractor is not to be considered an agent or employee of County and is not entitled to participate in any pension plan, workers' compensation plan, insurance, bonus, or similar benefits that County provides its employees. In the event County exercises its right to terminate this Agreement pursuant to Article 4 (Termination), Contractor expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

9.3. No Suspension or Debarment

Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the "List of Parties Excluded from Federal Procurement or Nonprocurement Programs" issued by the General Services Administration. If Contractor becomes debarred, Contractor has the obligation to inform County.

9.4. Taxes

Contractor agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement, and shall be solely liable and responsible to pay such taxes and other obligations, including but not limited to state and federal income and FICA taxes. Contractor agrees to indemnify and hold County harmless from any liability which it may incur to the United States or to the State of California as a consequence of Contractor's failure to pay, when due, all such taxes and obligations. In case County is audited for compliance regarding any withholding or other applicable taxes, Contractor agrees to furnish County with proof of payment of taxes on these earnings.

9.5. Records Maintenance

Contractor shall keep and maintain full and complete documentation and accounting records concerning all services provided under this Agreement. Records shall include all medical records, accounting records, and administrative records related to services provided hereunder. Contractor agrees to preserve and maintain such records for a period of at least 7 years following the close of County and state fiscal year in which the services were provided. If an audit has been started, records must be retained until completion and final resolution of any and all issues that might arise. Final settlement shall be made at the end of the audit and appeal process. All accounting records shall be maintained so that they clearly reflect the source of funding for each type of service for which reimbursement is claimed by Contractor. Accounting records include, but are not limited to, all ledgers, books, vouchers, time sheets, payrolls, appointment schedules, client data cards, and schedules for allocating costs.

9.5.1. Right to Audit, Inspect, and Copy Records

Contractor agrees to permit County and any authorized state or federal agency to audit, inspect, and copy all records, notes, and writings of any kind in connection with the services provided by Contractor under this Agreement, to the extent permitted by law, for the purpose of monitoring the quality and quantity of services, monitoring the accessibility and appropriateness of services, and ensuring fiscal accountability. All such audits, inspections, and copying shall occur during normal business hours. Upon request, Contractor shall supply copies of any and all such records to County. Failure to provide the above-noted documents requested by County within the requested time frame indicated may result in County withholding payments due under this Agreement. In those situations required by applicable law(s), Contractor agrees to

obtain necessary releases to permit County or governmental or accrediting agencies to access patient medical records.

9.6. Conflict of Interest

Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Agreement, no person having any such interests shall be employed. In addition, if requested to do so by County, Contractor shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with County disclosing Contractor's or such other person's financial interests.

9.7. Statutory Compliance/Living Wage Ordinance

Contractor agrees to comply, and to ensure compliance by its subconsultants or subcontractors, with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the County of Sonoma Living Wage Ordinance, 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. Without limiting the generality of the foregoing, Contractor expressly acknowledges and agrees that this Agreement is subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

9.8. Nondiscrimination

Without limiting any other provision hereunder, Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religious creed, belief or grooming, sex (including sexual orientation, gender identity, gender expression, transgender, pregnancy, childbirth, medical conditions related to pregnancy, childbirth or breast feeding), marital status, age, medical condition, physical or mental disability, genetic information, military or veteran status, or any other legally protected category or prohibited basis, including without limitation, the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

9.9. AIDS Discrimination

Contractor agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

9.10. Assignment of Rights

Contractor assigns to County all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, and right to ideas in and to all versions of the plans and specifications, if any, now or later, prepared by Contractor in connection with this Agreement. Contractor agrees to take such actions as are necessary to protect the rights assigned to County in this Agreement, and to refrain from taking any action which would impair those rights.

Contractor's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as County may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of County. Contractor shall not use or permit another party to use the plans and specifications in connection with this or any other project without first obtaining written permission of County.

9.11. Ownership and Disclosure of Work Product

All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, consultants, and other agents in connection with this Agreement, shall be the property of County. County shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Contractor shall promptly deliver to County all such documents which have not already been provided to County in such form or format as County deems appropriate. Such documents shall be and will remain the property of County without restriction or limitation. Contractor may retain copies of the above-described documents, but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of County.

9.12. Authority

The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of Contractor.

9.13. Sanctioned Employee

Contractor agrees that it shall not employ in any capacity, or retain as a subcontractor in any capacity, any individual or entity that is listed on any list published by the Federal Office of Inspector General regarding the sanctioning, suspension, or exclusion of individuals or entities from the federal Medicare and Medicaid programs. Contractor agrees to monthly review said state and federal lists to confirm the status of current employees, subcontractors, and contractors. In the event Contractor does employ such individual(s) or entity(ies), Contractor agrees to assume full liability for any associated penalties, sanctions, loss, or damage that may be imposed on County by the Medicare or Medicaid programs.

9.14. Compliance with County Policies and Procedures

Contractor agrees to comply with all County policies and procedures as they may relate to services provided hereunder, including, but not limited to, County's policies and procedures, manuals, programs, and processes related to selection, retention, credentialing and recredentialing providers, utilization management, quality management, compliance, grievances, appeals, and expedited appeals, advanced directives, and administrative manual.

9.15. Confidentiality

Contractor agrees to maintain the confidentiality of all patient medical records and client information in accordance with all applicable state and federal laws and regulations. This Section 9.15 shall survive termination of this Agreement.

9.16. Lobbying

If any federal funds are to be used to pay for any services under this Agreement, Contractor shall fully comply with all certifications and disclosure requirements prescribed by Section 319 of the Public Law 101-121 (31 United States Code Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds under this Agreement also fully complies with all such certification and disclosure requirements. In addition, Contractor agrees to the provisions of Exhibit D (Certification Regarding Lobbying), attached hereto and incorporated herein.

9.17. Subcontractors

Contractor agrees that any employees or agents of Contractor that assist Contractor in the provision of services shall also satisfy the requirements of this Agreement. In this regard, Contractor understands and agrees that all obligations and prohibitions imposed on Contractor pursuant to this Agreement are equally applicable to each and every individual providing services through Contractor under this Agreement, and Contractor shall assure that such individuals agree to comply with such obligations and prohibitions. Contractor agrees to include all provisions in Exhibit C (Federal Provisions), which is required by FEMA to be included in third-party subcontracts, in every subcontract or other arrangement which Contractor may make for performance of such work or labor on work provided for in the Agreement, which is financed in whole or part with Federal assistance provided by FEMA.

9.18. Licensure and Staffing

Contractor warrants that it and all its employees and sub-contractors providing or supervising services under this Agreement have all necessary licenses, permits, and certificates to provide services under this Agreement, as required by applicable state and federal laws, rules, and regulations. Contractor agrees to maintain said licenses, permits, and certificates in good standing for the duration of this Agreement. A copy of each such licenses, permits, and certificates shall be made available upon request, not to exceed three (3) business days after the initial request, for inspection, review, and/or audit by authorized representatives and designees of County, state, and/or federal governments during the term of this Agreement and for the applicable records retention period. Failure to maintain said licenses, permits, and/or certificates in effect for the duration of this Agreement shall be deemed a material breach of this Agreement and constitutes grounds for immediate termination of this Agreement by County. Staff shall only function within the scope of practice as dictated by licensing boards/bodies. At all times during the term of this Agreement, Contractor shall have available and shall provide upon request to authorized representatives of County a list of all persons by name, title, professional degree, and experience who are providing any services under this Agreement.

9.19. Charitable Choice/Faith-Based Organizations

Contractor agrees and acknowledges that County may make funds available for programs or services affiliated with religious organizations under the following conditions: (i) the funds are made available on an equal basis for programs or services affiliated with non-religious organizations; (ii) the program funded does not have the substantial effect of supporting religious activities; (iii) the funding is indirect, remote, or incidental to the religious purpose of the organization.

9.19.1. Contractor agrees and acknowledges that County may not make funds available for programs or services affiliated with a religious organization that (i) has denied or continues to deny access to services on the basis of race, color, religion, ancestry, national origin, sex, citizenship, or known disability; (ii) will use the funds for a religious purpose; (iii) will use the funds for a program or service that subjects its participants to religious education.

9.19.2. Contractor agrees and acknowledges that all recipients of funding from County must (i) comply with all legal requirements and restrictions imposed upon government-funded activities set forth in Article IX, Section 8 and Article XVI, Section 5 of the California Constitution and in the First Amendment to the United States Constitution; and (ii) segregate such funding from all funding used for religious purposes.

10. Demand for Assurance

Each party to this Agreement undertakes the obligation that the other party's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other party may in writing demand adequate assurance of due performance, and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received.

"Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding 30 days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article limits County's right to terminate this Agreement pursuant to Article 4 (Termination).

11. Assignment and Delegation

Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other party, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

12. Method and Place of Giving Notice, Submitting Bills, and Making Payments

All notices, bills, and payments shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service. Notices, bills, and payments shall be addressed as follows:

To County:	To Contractor:
Christine Sosko Director of Environmental Health County of Sonoma, Dept. of Health Services Environmental Health & Safety 625 Fifth Street Santa Rosa CA 95404 707.565.6521 christine.sosko@sonoma-county.org	Sheryl Baldwin Contract Manager California Association of Environmental Health Administrators PO Box 2017 Cameron Park CA 95682 530.676.0715 Sheryl@ccdeh.com

When a notice, bill, or payment is given by a generally recognized overnight courier service, the notice, bill, or payment shall be deemed received on the next business day. When a copy of a notice, bill, or payment is sent by facsimile or email, the notice, bill, or payment shall be deemed received upon transmission as long as: (1) the original copy of the notice, bill, or payment is promptly deposited in the U.S. Mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date); (2) the sender has a written confirmation of the facsimile transmission or email; and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills, and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this Article 12.

13. Miscellaneous Provisions

13.1. No Waiver of Breach

The waiver by County of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

13.2. Construction

To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Contractor and County acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other party. Contractor and County acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

13.3. Consent

Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

13.4. No Third-Party Beneficiaries

Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

13.5. Applicable Law and Forum

This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the City of Santa Rosa or the forum nearest to the City of Santa Rosa in the County of Sonoma.

13.6. Captions

The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

13.7. Merger

This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. Each party acknowledges that, in entering into this Agreement, it has not relied on any representation or undertaking, whether oral or in writing, other than those which are expressly set forth in this Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

13.8. Survival of Terms

All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

13.9. Time of Essence

Time is and shall be of the essence of this Agreement and every provision hereof.

13.10. Counterparts and Electronic Copies

The parties agree that, where applicable, this Agreement may be executed in counterparts, together which when executed by the requisite parties shall be deemed to be a complete original agreement. An electronic copy, including facsimile copy, email, or scanned copy of the executed Agreement or counterpart, shall be deemed, and shall have the same legal force and effect as, an original document.

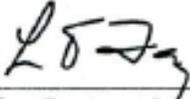
13.11. Federal Provisions

Contractor agrees to the provisions of Exhibit C (Federal Provisions), attached hereto and incorporated herein. Exhibit C (Federal Provisions) is an integral part of this Agreement. In the event of a conflict between the body of this Agreement and Exhibit C, the provisions in Exhibit C shall control.

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

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

CONTRACTOR:


Lawrence Fay
CAEHA President Elect
11/29/2017
~~Sheryl Baldwin, Contract Manager~~
Dated
California Association of Environmental Health Administrators

COUNTY OF SONOMA:
Certificate of Insurance on File with County:


Barbie Robinson, Director
Department of Health Services
11/30/17
Dated


Sonoma County Purchasing Agent
Jeff Mountjoy, Assistant Purchasing Agent
12/06/2017
Dated

Approved as to Substance:


Division Director or Designee
11/30/17
Dated

Approved as to Form:


Sonoma County Counsel
11.20.17
Dated

Exhibit A. Scope of Work and Budget

Sonoma Complex Fires

Scope of Work

Contractor shall provide environmental health services to County as determined by the County's Health Officer or designee. Said services shall include, but not be limited to, the following:

- Coordinate Cal OES agreement for Sonoma Fire Complex event – office documentation and field work for property cleanup process.
- Track Right of Entry documentation and provide metrics.
- Act as the Liaison between contractor(s) and County Management.
- Track cleanup process for all properties, and provide report to County management.
- Coordinate collection of insurance information.
- Assist with press releases and public information.

Budget

Description	Payment Terms/Amount
Local Liaison Coordinators – Craig Erickson, Diana Kato, Mitch Bernstein, Robert Swift, and John Rogers	\$108.90 per hour; \$163.35 per hour worked after 8.0 hours on a shift; \$217.80 per hour worked on Thanksgiving, the day after Thanksgiving, Christmas, New Year's Day, and Memorial Day
Plan Check - Stephen Spence	\$108.90 per hour; \$163.35 per hour worked after 8.0 hours on a shift; \$217.80 per hour worked on Thanksgiving, the day after Thanksgiving, Christmas, New Year's Day, and Memorial Day
Director Support - Lewis Pozzebon	\$136.15 per hour; \$204.23 per hour worked after 8.0 hours on a shift; \$272.30 per hour worked on Thanksgiving, the day after Thanksgiving, Christmas, New Year's Day, and Memorial Day
Travel Reimbursement	53.5 cents per mile
Meal Per Diem	\$46.00 per day max (\$10/day for breakfast, \$15/day for lunch, \$21/day for dinner)
Lodging	\$225.00 per day maximum
Rental Car (must be authorized by Environmental Health Director)	\$60.00 per day maximum

County's Environmental Health Director Christine Sosko will schedule.

Exhibit B. Insurance Requirements
(Template 5 – Rev 2016 Mar 16)

With respect to performance of work under this Agreement, Contractor shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a Waiver of Insurance Requirements. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

County reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

1. Workers Compensation and Employers Liability Insurance

- a. Required if Contractor has employees as defined by the Labor Code of the State of California.
- b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. ***Required Evidence of Insurance:*** Certificate of Insurance.

If Contractor currently has no employees as defined by the Labor Code of the State of California, Contractor agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.

2. General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Contractor maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Contractor.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000, it must be approved in advance by County. Contractor is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving the County.

-
- d. **"County of Sonoma, its Officers, Agents, and Employees"** shall be endorsed as **additional insureds** for liability arising out of operations by or on behalf of the Contractor in the performance of this Agreement.
 - e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
 - f. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in ISO form CG 00 01, or equivalent).
 - g. The policy shall cover inter-insured suits between the additional insureds and Contractor and include a "separation of insureds" or "severability" clause which treats each insured separately.
 - h. ***Required Evidence of Insurance***
 - i. Copy of the additional insured endorsement or policy language granting additional insured status; and
 - ii. Certificate of Insurance.
3. Automobile Liability Insurance
- i. Minimum Limit: \$1,000,000 combined single limit per accident. The required limits may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance.
 - j. Insurance shall cover all owned autos. If Contractor currently owns no autos, Contractor agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
 - k. Insurance shall cover hired and non-owned autos.
 - l. ***Required Evidence of Insurance:*** Certificate of Insurance.
4. Professional Liability/Errors and Omissions Insurance
- m. Minimum Limit: \$1,000,000 per claim or per occurrence; \$1,000,000 annual aggregate.
 - n. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000, it must be approved in advance by County.
 - o. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
 - p. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
 - q. ***Required Evidence of Insurance:*** Certificate of Insurance.
-

5. Standards for Insurance Companies

Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

6. Documentation

- r. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Contractor agrees to maintain current Evidence of Insurance on file with County for the entire term of this Agreement and any additional periods if specified in Sections 1 – 4 above.
- s. The name and **address** for Additional Insured endorsements and Certificates of Insurance is:

County of Sonoma, its Officers, Agents, and Employees
Attn: DHS – Contract & Board Item Development Unit
3313 Chanate Road
Santa Rosa CA 95404
- t. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- u. Contractor shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- v. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

7. Policy Obligations

Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

8. Material Breach

If Contractor fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. County, at its sole option, may terminate this Agreement and obtain damages from Contractor resulting from said breach. Alternatively, County may purchase the required insurance, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.

Exhibit C. Federal Provisions**I. DEFINITIONS**

- A. Government** means the United States of America and any executive department or agency thereof.
- B. FEMA** means the Federal Emergency Management Agency.
- C. Third Party Subcontract** means a subcontract at any tier entered into by Contractor or subcontractor, financed in whole or in part with Federal assistance originally derived from the Federal Emergency Management Agency.

II. FEDERAL REQUIREMENTS AND CHANGES

- A.** This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures and directives.
- B.** Contractor shall at all times comply with all applicable regulations, policies, procedures, and FEMA Directives as they may be amended or promulgated from time to time during the term of this Agreement, including but not limited to those requirements of 2 CFR 200.317 through 200.326 and more fully set forth in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards, which is included herein by reference. Contractor's failure to so comply shall constitute a material breach of this contract.
- C.** The Contractor agrees to include the above clause in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

III. ACCESS TO RECORDS

- A.** The Contractor agrees to provide the County, FEMA, the Comptroller General of the United States or any their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- B.** The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C.** The Contractor agrees to maintain all books, records, accounts, and reports required under this Agreement for a period of not less than three years after the later of: (a) the date of termination or expiration of this Agreement or (b) the date County makes final payment under this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case, Contractor agrees to maintain same until the County, FEMA, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims, or exceptions related thereto.

- D.** The requirements set for in paragraphs A, B, and C above are all in addition to, and should not be considered to be in lieu of, those requirements set forth in Section 21 of the Agreement.

IV. DEBARMENT AND SUSPENSION

- A.** This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- B.** Contractor represents and warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension" or on the USEPA's List of Violating Facilities. Contractor agrees that neither Contractor nor any of its third party subcontractors shall enter into any third party subcontracts for any of the work under this Agreement with a third party subcontractor who is debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under executive Order 12549 or on the USEPA's List of Violating Facilities. Gov. Code § 4477.
- C.** The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. Contractor agrees to the provisions of Attachment C1, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions, attached hereto and incorporated herein. For purposes of this Agreement and Attachment C1, Contractor is the "prospective lower tier participant."
- D.** The Contractor agrees to include paragraphs A and B above in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the paragraphs shall not be modified, except to identify the subcontractor who will be subject to its provisions.
- E.** This certification is a material representation of fact relied upon by County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of California, the County, and the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- F.** The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

V. NO FEDERAL GOVERNMENT OBLIGATIONS TO CONTRACTOR

- A.** The County and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of

the underlying contract, absent the express written consent by the Government, the Government is not a party to this contract and shall not be subject to any obligations or liabilities to the County, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

- B.** The Contractor agrees to include the above clause in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

VI. NOTICE OF REPORTING REQUIREMENTS

- A.** Contractor acknowledges that it has read and understands the reporting requirements of FEMA in Part III of Chapter 11 of the United States Department of Justice's Office of Justice Programs Financial Guide, and agrees to comply with any such applicable requirements.
- B.** The Contractor agrees to include the above clause in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

VII. NOTICE OF REQUIREMENTS PERTAINING TO COPYRIGHTS

- A.** Contractor agrees that FEMA shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes:
- 1) The copyright in any work developed with the assistance of funds provided under this Agreement;
 - 2) Any rights of copyright to which Contractor purchases ownership with the assistance of funds provided under this Agreement.
- B.** The Contractor agrees to include paragraph A above in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

VIII. ENERGY CONSERVATION REQUIREMENTS

- A.** The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201).
- B.** The Contractor agrees to include paragraph A above in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

IX. TERMINATION FOR CONVENIENCE OF COUNTY (applicable to all contracts in excess of \$10,000)

See Paragraphs 4.1 (Termination without Cause) of the Agreement.

X. TERMINATION FOR DEFAULT (applicable to all contracts in excess of \$10,000)

Contractor's failure to perform or observe any term, covenant or condition of this Agreement shall constitute an event of default under this Agreement. See Section 1.3 (Performance Standard) and Section 4.2 (Termination for Cause) of the Agreement.

XI. CHANGES

See Paragraph 8 (Extra or Changed Work) of the Agreement.

XII. LOBBYING (Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended))

A. Contractor shall not use or pay any funds received under this Agreement to influence or attempt to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

XIII. MBE/WBE REQUIREMENTS

The County intends to seek reimbursement of its costs incurred in connection with this project from FEMA. Accordingly, the CONTRACTOR shall make every effort to procure Minority and Women's Business Enterprises ("DBEs") through the "Good Faith Effort" process as required in 2 CFR 200.321. Failure to perform the "Good Faith Effort" process and submit the forms listed below with the bid shall be cause for a bid to be rejected as non-responsive and/or be considered as a material breach of the contract.

PRIME CONTRACTOR RESPONSIBILITIES

All recipients of this grant funding, as well as their prime contractors and subcontractors, must take all affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible make every effort to solicit bids from eligible DBEs. This information must be documented and reported.

"GOOD FAITH" EFFORT PROCESS

Any public or private entity receiving federal funds must demonstrate that efforts were made to attract MBE/WBEs. The process to attract MBE/WBEs is referred to as the "Good Faith" effort. This effort requires the recipient, prime contractor and any subcontractors to take the steps listed below to assure that MBE/WBEs are used whenever possible as sources of supplies, construction, equipment, or services. If a CONTRACTOR fails to take the steps outlined below shall cause the bid to be rejected as non-responsive and/or be deemed a material breach of the contract.

- A. Place qualified small and minority businesses and women's business enterprises on solicitation lists;
- B. Assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

- C. Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- D. Establish delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
- E. Use the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.
- F. If subcontracts are to be let, Contractor shall take the affirmative steps listed in 2 CFR 200.321.

XIV. PROCUREMENT OF RECOVERED MATERIALS (2 CFR 200.322)

Contractor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

XV. INCORPORATION OF UNIFORM ADMINISTRATIVE REQUIREMENTS

The preceding provisions include, in part, certain standard terms and conditions required by FEMA, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by FEMA are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FEMA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any County requests that would cause County to be in violation of the FEMA terms and conditions.

XVI. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

XVII. DHS SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

Attachment C1

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

(Lower Tier refers to the agency or contractor receiving Federal funds, as well as any subcontractors that the agency or contractor enters into contract with using those funds)

As required by Executive Order 12549, Debarment and Suspension, as defined at 44 CFR Part 17, County may not enter into contract with any entity that is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal Government from participating in transactions involving Federal funds. Contractor is required to sign the certification below which specifies that neither Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal agency. It also certifies that Contractor will not use, directly or indirectly, any of these funds to employ, award contracts to, engage the services of, or fund any contractor that is debarred, suspended, or ineligible under 44 CFR Part 17.

Instruction for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definition and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and

Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility an Voluntary Exclusion – Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of its proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.



~~Sheryl Baldwin, Contract Manager~~

Lawrence Fay, CAEHA President-Elect -

11/29/2017

Dated

Exhibit D**CERTIFICATION REGARDING LOBBYING***Certification for Contracts, Grants, Loans, and Cooperative Agreements*

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loan, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



Sheryl Baldwin, Contract Manager
Lawrence Fay, CAEHA President-Elect

11/29/2017

Dated

**MODIFICATION NUMBER ONE OF
AGREEMENT FOR SERVICES BETWEEN
COUNTY OF SONOMA AND
CALIFORNIA ASSOCIATION OF ENVIRONMENTAL HEALTH ADMINISTRATORS**

On December 6, 2017 the County of Sonoma, a political subdivision of the State of California, (hereinafter referred to as "County") and California Association of Environmental Health Administrators (hereinafter referred to as "Contractor") entered into a services agreement (hereinafter referred to as "Agreement").

Pursuant to Section 13.7 (Merger) of the Agreement, the parties hereby evidence their intent and desire to modify the Agreement as follows:

1. Section 2.2 (Maximum Payment Obligation) is hereby revised to read as follows:

2.2. Maximum Payment Obligation

In no event shall County be obligated to pay Contractor more than the total sum of \$500,000 under the terms and conditions of this Agreement.

2. Section 2.7.1 (Required Information) is hereby revised to read as follows:

2.7.1. Required Information

As a pass-through entity, County is required to provide certain information regarding federal award(s) to Contractor as a subrecipient. In signing this Agreement, Contractor acknowledges receipt of the following information regarding federal award(s) that will be used to pay this Agreement:

- a. CFDA Number: 97.036
- b. CFDA Title: Disaster Grants – Public Assistance
- c. Federal Agency: Department of Homeland Security Federal Emergency Management Agency
- d. Award Name: N/A
- e. Federal Award(s) Amount: \$500,000

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

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

IN WITNESS WHEREOF, the parties have caused this modification to be duly executed by their authorized representatives this _____ day of _____, 2017.

CONTRACTOR:

Terri Williams, President
California Association of Environmental Health Administrators

Dated

COUNTY OF SONOMA:
Certificate of Insurance on File with County:

Barbie Robinson, Director
Department of Health Services

Dated

Approved as to Substance:

Division Director or Designee

Dated

Approved as to Form:

Sonoma County Counsel

Dated



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: December 12, 2017

Vote Requirement: 4/5

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

Staff Name and Phone Number:

Barbie Robinson, 565-4774

Supervisorial District(s):

Title: Animal Services – Humane Society Grant for Disaster Assistance

Recommended Actions:

Authorize the Director of Health Services to execute a grant agreement with The Humane Society of the United States to accept \$10,000 in revenue to cover costs associated with the rescue and care of animals displaced by wildfires in the County in October 2017.

Adopt a resolution adjusting the fiscal year 2017-2018 adopted budget by increasing revenue and expenditures in the Department of Health Services by \$10,000 to accept grant funding from The Humane Society of the United States and to allow associated expenditures. (4/5 vote required)

Executive Summary:

The Humane Society of the United States has awarded the Sonoma County Animal Services a grant of \$10,000 to provide assistance to animals affected by wildfires.

Discussion:

Grant funds will be used for disaster assistance such as covering the costs associated with reuniting pets with their displaced families, search and rescue of lost pets, veterinary treatment of animal burn victims, and finding new homes for unclaimed pets who emerge following the wildfires in October 2017.

Animal Services is committed to using the grant funds to aid the victims of the disaster, and will provide a detailed report of expenditures and use of the funds to the Humane Society as required by the Agreement.

Prior Board Actions:

N/A

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

Animal Services staff has been working tirelessly in the field since the onset of the wildfires to rescue and provide care for animal victims. Animal Services and community volunteers, including veterinary

professionals, foster home providers, and transportation volunteers, have united to provide the best care possible for the County’s displaced animals during the emergency and going forward into recovery.

Fiscal Summary

Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses	0		
Additional Appropriation Requested	10,000		
Total Expenditures	10,000	0	0

Funding Sources

General Fund/WA GF			
State/Federal			
Fees/Other: Humane Society Grant	10,000		
Use of Fund Balance			
Contingencies			
Total Sources	10,000	0	0

Narrative Explanation of Fiscal Impacts:

Grant funding will be added to the FY 17-18 budget via resolution.

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:

Grant agreement with The Humane Society of the United States, budgetary adjustment resolution

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

None

October 17, 2017

Via Email to

John P. Skeel
Director
Sonoma County Animal Services
1247 Century Court
Santa Rosa, California 95403-1043

Re: Grant Agreement between The Humane Society of the United States and Sonoma County Animal Services

Dear John P. Skeel:

This letter agreement (“Agreement”) details the terms of the proposed agreement between The Humane Society of the United States, a Delaware not-for-profit corporation with headquarters located in Washington, D.C. 20037 (“HSUS”), and County of Sonoma on behalf of Sonoma County Animal Services with headquarters located in 1247 Century Court Santa Rosa, CA 95403 (“GRANTEE”). (GRANTEE and HSUS are collectively referred to herein as the “parties”.)

This Agreement is intended to document clearly the parties’ understandings as to the nature and amount of certain funding to be provided to GRANTEE by HSUS as well as to purposes to which such funds will be used and the reporting of such use.

In consideration of the mutual promises and covenants hereinafter set forth, the parties hereto agree as follows:

1. HSUS Commitment to Provide Funding to GRANTEE.

- (a) HSUS will provide GRANTEE a grant of \$10,000.00(the “Grant”) to be paid within 15 days days of GRANTEE’s countersignature of this Agreement.
- (b) Nothing in this Agreement shall be construed to obligate HSUS to provide other financial or other support of any nature to GRANTEE.

2. GRANTEE’s Commitments to HSUS.

- (a) GRANTEE will use funds only for disaster assistance such as to cover costs associated with reuniting pets with displaced families and with basic necessities for animal care, search and rescue missions for lost pets, veterinary treatment of animal burn victims, and finding new homes for unclaimed pets who emerge following the wildfires in the county in October 2017.

John P. Skeel
Director
Sonoma County Animal Services
October 17, 2017
Page 2 of 4

- (b) GRANTEE will provide a report in 45 days to HSUS containing at least the following information for the report period:
 - (i) full use of the disaster funds.
- (c) GRANTEE agrees to hold harmless, indemnify, and defend HSUS, and its directors, officers, employees, contractors, volunteers, and others acting on its behalf, from and against any and all claims made by any person or entity related in any way to the services being provided by GRANTEE.
- (d) GRANTEE will use reasonable efforts to communicate the role of HSUS and the utilizing of the Grant. To implement this:
 - (i) The parties will work in good faith on appropriate channels for communicating HSUS's role and the messaging thereof.
 - (ii) GRANTEE will use the names and logos of HSUS when possible and appropriate and consistent with style guidelines for such use by HSUS.
- (e) GRANTEE shall not use any portion of the Grant (i) to participate or intervene in (including the publishing or distribution of statements) any political campaign on behalf of (or in opposition to) any candidate for public office; (ii) to carry on any lobbying activities within the meaning of Section 501(c)(3) of the Code and the regulations thereunder and/or as defined under the federal Lobbying Disclosure Act; or (iii) to engage in any activity that could jeopardize HSUS's status as a nonprofit charity qualified to receive tax-deductible contributions under sections 501(c)(3) and 170(b)(1)(A)(vi) of the Code.

3. General Provisions.

- (a) Notices. All notices required to be given must be in writing and delivered by hand; mailed by United States certified first class mail, postage prepaid; or delivered by regulated commercial carrier having provisions for proof of receipt (such as Federal Express or UPS) as follows:

If to GRANTEE:

Sonoma County Animal Services
Attn: John P. Skeel

John P. Skeel
Director
Sonoma County Animal Services
October 17, 2017
Page 3 of 4

1247 Century Court
Santa Rosa, California 95403-1043

If to HSUS:

The Humane Society of the United States
Attn: G. Thomas Waite, III, Chief Financial Officer
1255 23rd Street, N.W., Suite 450
Washington, D.C. 20037

With separately delivered or transmitted copy to:

Stephen W. Swartz, Esq.
Associate General Counsel
The Humane Society of the United States
1255 23rd Street, N.W., Suite 450
Washington, D.C. 20037

Each party to this Agreement may change an address relating to it by written notice to the other party. Notices shall be effective upon receipt.

- (b) Integration and Binding Effect. This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous negotiations. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and assigns.
- (c) Choice of Law. This Agreement, including the agreement to arbitrate herein, shall be governed by, and interpreted under the laws of the District of Columbia, without regard to said District's conflict of laws doctrines.
- (d) No Joint Venture. Nothing herein contained shall be construed to place the parties in the relationship of partners, joint ventures, or agents, and neither party shall have the power to obligate or bind the other in any manner whatsoever.
- (e) Authority and Signatures. Each party warrants that the person signing below is authorized to sign this Agreement on behalf of such party and to bind such party to the terms of this Agreement. This Agreement may be signed in counterparts.

John P. Skeel
Director
Sonoma County Animal Services
October 17, 2017
Page 4 of 4

A fax or electronic transmission of a signature page will be considered an original signature page.

If GRANTEE agrees with these terms, please have an appropriate authorized officer of GRANTEE sign and date a copy of this letter below and return it to Melissa Rubin.

Thank you.

Sincerely,



G. Thomas Waite, III
Chief Financial Officer

Cc: Melissa Seide-Rubin (via e-mail)
Stephen W. Swartz, Esq. (via e-mail)

Accepted and agreed to:

GRANTEE

By: _____
Barbie Robinson
Director, Department of Health Services, County of Sonoma

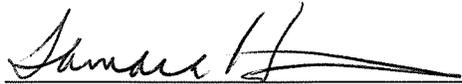
Date: _____

Supplemental Signature Page

The Humane Society of the United States

Term: Effective Date – 2017 Dec 31

Approved as to Substance:



Division Director or Designee

Dated 11/8/17

Approved as to Form:

County Counsel

Dated _____

Supplemental Signature Page

The Humane Society of the United States

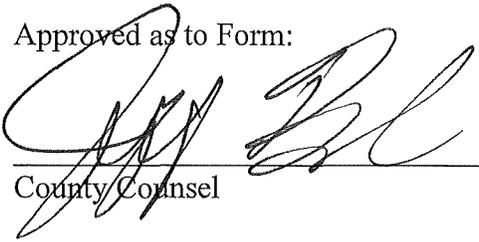
Term: Effective Date – 2017 Dec 31

Approved as to Substance:

Division Director or Designee

Dated _____

Approved as to Form:



County Counsel

Dated 11/8/17



County of Sonoma
State of California

Date: December 12, 2017

Item Number: _____

Resolution Number: _____



4/5 Vote Required

Resolution of the Board of Supervisors of the County of Sonoma, State of California, Authorizing Budgetary Adjustments to the Fiscal Year 2017-2018 Adopted Budget, Increasing Appropriations in the Special Revenue Fund to Reflect Receipt of \$10,000 in Grant from The Humane Society of the United States to Cover Costs Associated with the Rescue and Care of Animals Displaced by Wildfires in the County in October 2017.

Whereas, the Board of Supervisors has adopted the final budget for fiscal year 2017-2018 in accordance with Section 29088 of the Government Code of the State of California; and

Whereas, the Government Code allows for adjustments to the adopted budget during the 2017-2018 fiscal year.

Now, Therefore, Be It Resolved that the Board of Supervisors, County of Sonoma, State of California, does hereby authorize and direct the County Auditor-Controller to adjust the fiscal year 2017-2018 adopted budget for the increase/decrease listed in Exhibit A.

Supervisors:

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

Exhibit A

Department(s)/ Agency/(ies):	Health Services					FTE Impacts (+/-)	Gross Expenditure	Revenue and Reimbursement	Net Cost	Annualized Net Cost
Narratives										
Summary of Requested Adjustments for Board Consideration										
Health Services - COUNTY GENERAL FUND										
Summary Row						-	-	-	-	-
<i>NOTE: HIDE the detail rows if the summary is simply a restatement of the details.</i>										
Health Services - OTHER FUND										
Detail Row 1	<i>Humane Society grant to cover cost associated with the Sonoma County wild fires of October 2017.</i>							10,000	(10,000)	
Detail Row 2								-	-	
Detail Row 3	<i>Costs related to the disaster assistance for animals effected by the Sonoma County wildfires of October 2017</i>						10,000		10,000	
Summary Row						-	10,000	10,000	-	
<i>NOTE: HIDE the detail rows if the summary is simply a restatement of the details.</i>										
Total Requested Adjustments						0	10,000	10,000	0	0
Subtotal of General Fund Changes						0	0	0	0	0
Subtotal of Other Fund Changes						0	10,000	10,000	0	0



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 of Sonoma County

Board Agenda Date: December 12, 2017

Vote Requirement: 4/5

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

Staff Name and Phone Number:

Barbie Robinson, 565-7876
Mike Kennedy, 565-5157

Supervisorial District(s):

Title: Sober Sonoma Program Revenue Agreement

Recommended Actions:

Authorize the Director of Health Services to execute an agreement with Partnership HealthPlan of California to accept revenue of \$177,081 to support the County's Sober Sonoma Program for the period of December 1, 2017 through April 30, 2019.

Adopt a resolution adjusting the fiscal year 2017-2018 final budget by increasing revenues and expenditures in the Department of Health Services by \$159,373 to reflect receipt of Sober Sonoma Program grant revenue and associated expenditures. (4/5 vote required)

Executive Summary:

The Sober Sonoma Program was developed by the Health Care for the Homeless Collaborative, a voluntary body convened monthly since 2008 by the Sonoma County Task Force for the Homeless. The Health Care for the Homeless Collaborative's mission is to ensure that integrated health services are available to local homeless people. Participants include local hospitals, clinics, public and private behavioral and physical health agencies, the Human Services Department, homeless services agencies, law enforcement, and the courts. Many individuals across disciplines have contributed substantially in Sober Sonoma's design and implementation.

Discussion:

Sober Sonoma's roots were planted in 2012 when the interdisciplinary Transitions in Care group convened by St. Joseph Health identified a problem with chronically intoxicated people cycling repeatedly through local hospitals, law enforcement, ambulances, emergency rooms, detoxification, courts, and jails but never receiving substance abuse treatment. The group requested that the Health Care for the Homeless Collaborative consider creating a solution — given that it had successfully designed and funded programs such as Catholic Charities' Respite Care, Santa Rosa Memorial's intensive case management, and many smaller projects.

In 2015 Partnership Health Plan of California issued a Request for proposals focused on Social Determinants of Health Innovation. The Health Care for the Homeless Collaborative applied under the nonprofit umbrella of the Sonoma County Task Force for the Homeless, and secured funding through a grant starting March 1, 2016 to provide:

- Outreach to encourage homeless addicts to engage in treatment with the long-term goal of housing and stability.
- Detoxification at Orenda Center.
- Six months of residential treatment as needed, during which the Outreach/Client Support Worker visits clients weekly and supports them to secure jobs, housing, and a medical home (clinic). Then up to six months of Outpatient treatment as needed.

In April 2017 Sober Sonoma was informed that the Task Force for the Homeless would close by the end of the year. The Governance Group established a Transition Team including representatives from Partnership HealthPlan of California, St. Joseph’s Health, the County’s Task Force for the Homeless, the Community Development Commission, the Sonoma County Human Services Department, and the Department of Health Services’ Behavioral Health Division.

The Team considered many alternatives and interviewed various local community based providers. The Team then met with Behavioral Health to discuss how to coordinate services and strategize how best to leverage the various services and new initiatives of Behavioral Health, including Whole Person Care and the Drug Medi-Cal Organized Delivery System Expansion. It became apparent to the Transition Team that the most effective plan would be to have the Sonoma County Behavioral Health Division administer the Sober Sonoma program until such time that services could be incorporated into the overall portfolio of services offered through the Behavioral Health Division. During this transitional period, Partnership HealthPlan of California will provide funding to cover the costs associated with Sober Sonoma through February 2019. The Transition Team put forward this recommendation and met with Behavioral Health staff to discuss transitioning the Sober Sonoma program over to the Behavioral Health Division. The proposed agreement with Partnership HealthPlan of California represents the final step in fulfilling the recommendation of the Transition Team.

Prior Board Actions:

None

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

The Sober Sonoma Program serves to ensure that integrated health services are available to local homeless people.

Fiscal Summary			
Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses		17,708	
Additional Appropriation Requested	159,373		
Total Expenditures	159,373	17,708	0
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other	159,373	17,708	
Use of Fund Balance			
Contingencies			
Total Sources	159,373	17,708	0
Narrative Explanation of Fiscal Impacts:			
Funding of \$159,373 will be added to the fiscal year 2017-2018 budget via resolution. Funding of \$17,708 will be included in the fiscal year 2018-2019 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:			
Agreement with Partnership HealthPlan of California, budgetary adjustment resolution			
Related Items "On File" with the Clerk of the Board:			
None			

Social Determinants of Health Implementation Grant Services Agreement

This Services Agreement (the “Agreement”) is made and entered into as of December 1, 2017 (“Effective Date”) by and between **PARTNERSHIP HEALTHPLAN OF CALIFORNIA** (“PHC”) and **County of Sonoma** (“Organization/Care Site”). The Agreement remains in effect up to April 30, 2019. There is no assurance or guarantee of funding beyond the term of this Agreement. **FOR THIS REASON**, a new agreement would be required to extend funding.

BACKGROUND

Partnership HealthPlan of California is a non-profit community based health care organization that contracts with the State to administer Medi-Cal benefits through local care providers to ensure Medi-Cal recipients have access to high-quality comprehensive cost-effective health care. PHC provides quality health care to over 551,000 members. Beginning in Solano County in 1994, PHC now provides services to 14 Northern California counties - Del Norte, Humboldt, Lake, Lassen, Marin, Mendocino, Modoc, Napa, Shasta, Siskiyou, Solano, Sonoma, Trinity and Yolo. PHC wants to empower communities to develop a community collaborative to focus initiatives on Social Determinants of Health that impact their region. Research shows the social, political, and economic environments a person lives in has a large impact on health outcomes.

Social determinants of health are circumstances in which people are born, grow up, live, work and age, and the systems put in place to deal with illness. Examples of social determinants of health include, but are not limited to, income and social status, education level, and urbanization.

The primary goal and overall purpose of the Social Determinants of Health Implementation program (“SDH program”) is to develop and change systematic methodologies that will have a continuing impact on the health services provided to PHC members and their communities, as well as reduce overall health care costs.

RECITALS

WHEREAS, selected Organization/Care Site is able to provide the scope of work as set forth herein, including any attachments hereto.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter stated, it is agreed by and between the parties hereto as follows:

I. ORGANIZATION/CARE SITE DELIVERABLES

Organization/Care Site will:

1. Conduct a Social Determinants of Health implementation program (“SDH program”) for a group of patients and/or community members, including PHC members, who are adversely impacted by one or more social determinant of health

2. Coordinate with internal and external stakeholders as needed and appropriate
3. Coordinate with PHC's Quality Improvement Department, as needed
4. Designate a primary staff member to be the point of contact for the purposes of this grant
 - a. Ensure participation requirements are fulfilled by designated staff, defined as attend telephone meetings with PHC to report on activities at minimum every three (3) months, including group-sharing activities with other care sites if applicable
5. Adhere to the following data reporting requirements and timelines as detailed below (note, reporting and progress report templates will be provided by PHC)
 - a. Submission of revisions to project outcome measure(s) within 8 weeks of execution of the Agreement, subject to agreement by PHC
 - b. Submission of baseline data if any revisions are made to outcome measures within eight (8) weeks of execution of the Agreement.
 - c. Submit quarterly data by specified due date (dates defined in Appendix A)
 - d. Complete year 1 progress report by specified due date (dates defined in Appendix A)
 - e. Complete year 2 end-of-project report, which includes progress report and submission of all quarterly data (dates defined in Appendix A)
6. Notify PHC when utilizing volunteers and subcontractors

II. FUNDING

Grant payments will be issued in the amount of **\$177,080.83** in a 24-month period to be paid in three (3) installments:

- **\$88,540.42** upon signing of Agreement and submission of agreed-upon outcome measures (50% of total funding amount)
- **\$70,832.33** upon submission of baseline and quarterly data and completion of year 1 progress report (40% of total funding amount)
- **\$17,708.08** upon submission of quarterly data and completion of year 1 and year 2, quarter 2 progress reports (10% of total funding amount)

III. DATA SUBMISSION

1. Initial Data Submission (See Appendix A for due dates)
 - a. Any change to the initially agreed upon outcome measures for the Sober Sonoma program must be submitted to PHC for review and approval no later than one-month after execution of the Agreement.
2. Quarterly Data Submission (See Appendix A for due dates)
 - a. Quarterly submission should include relevant data specific to outcome measures and the impact on PHC health system.
 - 1) Data will be collected monthly and submitted to PHC quarterly.
3. Annual Data Submission (note, template will be provided by PHC; see Appendix A for due dates)
 - a. Year 1 Progress Report should include:
 - 1) 1-2 page narrative of program lessons learned and challenges faced within the last twelve (12) months
 - 2) Relevant data specific to outcome measures and impact on PHC health system
 - a) Data will be collected by Organization/Care Site monthly and submitted to PHC quarterly
 - 3) Summary of allocation of funding in the last twelve (12) months
 - 4) Data regarding patient experience collected either via survey OR a patient focus group, which included some of the patients in the SDH program, and submit a summary of findings
 - b. Year 2 Progress Report should include:
 - 1) 1-2 page narrative of program lessons learned and challenges faced within the last twelve (12) and/or twenty-four (24) months
 - 2) Relevant data related to outcome measures and impact on PHC health system
 - a) Data will be collected by Organization/Care Site monthly and submitted to PHC quarterly
 - 3) Summary of allocation of funding for the twenty-four (24)-month period

- 4) Data regarding patient experience collected either via survey OR a patient focus group, which included some of the patients in the SDH program, and submit a summary of findings
4. Additional Data Deliverables (Note- templates and/or tracking workbooks will be provided by PHC). Data to be submitted every three (3) months, starting three (3) months after the beginning of the Agreement.
 - a. SDH Data Tracking (data to be tracked as defined in specific initiative work plan and agreed upon by PHC). Key measures to track:
 - 1) Data of patient enrolling in program (monthly data- unduplicated and duplicated count)
 - a) PHC members- number of patients served, member name, birthdate, and CIN #
 - b) Non-PHC members- collect total number of patients served
 - 2) Brief description of service provided
 - 3) Data as defined in scope of work of initiative application
 - b. Enrollment summary
 - 1) Total number of patients active in the program, stratified by PHC enrollment status
 - a) PHC members- number of patients served, member name, birthdate, and CIN #
 - b) Non-PHC members- collect total number of patients served
 - 2) Number of new enrollees in past month, stratified by PHC enrollment status
 - a) PHC members- number of patients served, member name, birthdate, and CIN #
 - b) Non-PHC members- collect total number of patients newly enrolled
 - 3) Number of disenrolled patients in the past month, stratified by PHC enrollment status
 - a) PHC members- number of patients served, member name, birthdate, and CIN #
 - b) Non-PHC members- collect total number of patients disenrolled

IV. TERMINATION/REMEDATION

The effective date of this Agreement is December 1, 2017 and will remain in force up to April 30, 2019. PHC reserves the right to terminate this Agreement without cause by providing 30 days' written notice to the other Party. Either party may terminate this Agreement for breach upon thirty (30) days' prior written notice to the other specifying the reason for such breach, and in such instances where the breaching party fails to cure the breach within the thirty (30) day period. A breach may include Organization/Care Site's failure to comply with and implement the SDH Implementation program processes and implementation milestones requested by PHC, as well as a failure by Organization/Care Site to comply with the requirements under the Agreement. However, in the event that Organization/Care Site breaches this Agreement due to a failure to comply and implement the SDH Implementation program processes and criteria, PHC reserves the right to request a Corrective Action Plan ("CAP"), which should be provided by the Organization/Care Site to PHC within twenty (20) days of the Organization/Care Site's receipt of a notice of breach from PHC. Within five (5) days of receipt of such CAP, PHC may, in its sole discretion, notify the Organization/Care Site that such CAP is acceptable or unacceptable. If the CAP is unacceptable, PHC may work with the Organization/Care Site to finalize an acceptable CAP. Once accepted, a CAP will be implemented, as agreed upon and PHC's notice of breach will be tolled until the completed implementation or failure to implement the Corrective Action Plan. If no acceptable CAP can be agreed upon, the original thirty (30) day notice of termination will apply. A CAP shall be unique to each notice of breach and shall not waive PHC's right to declare a subsequent breach. In the event of PHC's termination of this Agreement due to the Organization/Care Site's breach, Organization/Care Site will forfeit future payments for SDH implementation program, as outlined in Section II (Funding). Payments made prior to the breach will be retained by the Organization/Care Site in recognition of the good-faith work actually performed by the Care Site in achieving the milestones outlined in Section II (Funding).

V. OTHER PROVISIONS

1. Disputes. In the event that any dispute, claim, or controversy of any kind or nature relating to this Agreement arises between the parties, the parties agree to meet and make a good faith effort to resolve the dispute. Nothing herein is intended to prevent either party from seeking any other remedy available at law including seeking redress in a court of competent jurisdiction. This provision shall survive the termination of this Agreement.
2. Entire Agreement. This Agreement, with its exhibits, constitutes the entire agreement between the parties governing the subject matter of this Agreement. This Agreement replaces any prior written or oral communications or agreements between the parties relating to the subject matter of this Agreement.
3. Amendment. Except as may otherwise be specified in this Agreement and an applicable Exhibit, the Agreement (including its Exhibits) may be amended only by both parties

- agreeing to the amendment in writing, executed by a duly authorized person of each party.
4. Waiver/Estoppel. Nothing in this Agreement is considered to be waived by any party, unless the party claiming the waiver receives the waiver in writing. No breach of the Agreement is considered to be waived unless the non-breaching party waives it in writing. A waiver of one provision does not constitute a waiver of any other. A failure of either party to enforce at any time any of the provisions of this Agreement, or to exercise any option which is herein provided in this Agreement, will in no way be construed to be a waiver of such provision of this Agreement.
 5. Force Majeure. Each party will take commercially reasonable steps to prevent and recover from disruptive events that are beyond its control and represents that it has backup systems in place in case of emergencies or natural disasters. If either party shall be, wholly or in part, unable to perform any or part of its duties or functions under this Agreement because an act of war, riot, terrorist action, weather-related disaster, earthquake, governmental action, unavailability or breakdown of equipment, or other industrial disturbance which is beyond the reasonable control of the party obligated to perform and which by the exercise of reasonable diligence such party is unable to prevent (each a "Force Majeure Event"), then, and only upon giving the other party notice by telephone, facsimile or in writing within a reasonable time and in reasonably full detail of the Force Majeure Event, such party's duties or functions shall be suspended during such inability; provided, however, that in the event that a Force Majeure Event delays such party's performance for more than thirty (30) days following the date on which notice was given to the other party of the Force Majeure Event, the other party may terminate this Agreement. Neither party shall be liable to the other for any damages caused or occasioned by a Force Majeure Event. Government actions resulting from matters that are subject to the control of the party shall not be deemed Force Majeure Events.
 6. Counterparts. This Agreement may be executed by electronic signatures or in one or more counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one agreement.
 7. Severability. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, then the remaining portions of the Agreement shall be construed as if not containing such provision, and all other rights and obligations of the parties shall be construed and enforced accordingly.
 8. Survival of Terms. Any provisions of this Agreement, or any attachments, and exhibits, which by their nature, extend beyond the expiration, or termination of this Agreement, and those provisions that are expressly stated to survive termination, shall survive the termination of this Agreement, and shall remain in effect until all such obligations are satisfied.

IN WITNESS WHEREOF, the parties hereto agree to this Agreement by signing below.

Partnership HealthPlan of California

County of Sonoma

By: _____

By: _____

Name: Liz Gibboney

Name: Barbie Robinson

Title: Chief Executive Officer

Title: Director, Department of Health Services

Address: 4665 Business Center Drive

Address: 3313 Chanate Road

Fairfield, CA 94534

Santa Rosa CA 95404

Email: dcarter@partnershiphp.org

Email: DHS-Contracting@sonoma-county.org

Date: _____

Date: _____

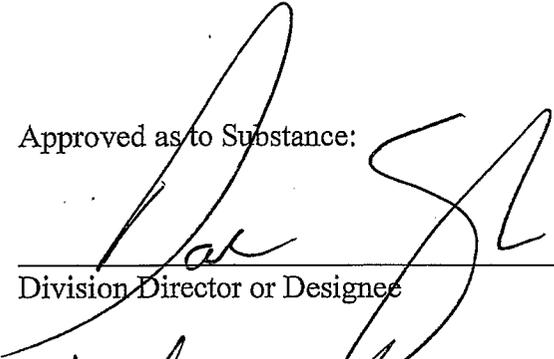
Appendix A: Deliverable Due Dates (for All Organizations/Care Sites)

Deliverable	Due Date(s)
Revision to Outcome Measure Submission	February 1, 2018
Quarterly Progress Reports* (Data required defined above) *Report must be submitted no later than 1 month after the end of the previous quarter	Data for October- December, 2017; Due- January 31, 2018 Data for January- March, 2018; Due-April 30, 2018 Data for April-June, 2018; Due- July 31, 2018 Data for July-September, 2018; Due- October 31, 2018 Data for October-December, 2018; Due-January 31, 2019 Data for January-March, 2019; Due- April 30, 2019
Operational Management Coaching Calls	Quarterly calls, specific schedule determined by PHC Operational Management Team
12 month Narrative	Data for March 2017-March 2018; Due- April 30, 2018
End of Project Narrative Patient Experience Data	Data for March 2018- March 2019, with comprehensive program summary; Due- April 30, 2019

Supplemental Signature Page

**Partnership HealthPlan of California
Social Determinants of Health Implementation Grant
Services Agreement
Term: 10/1/2017 - 4/30/2019**

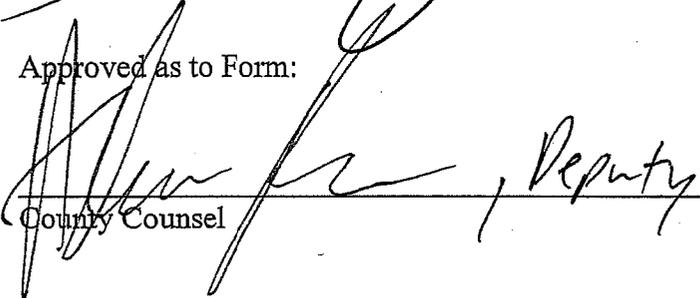
Approved as to Substance:



Division Director or Designee

Dated 11/14/17

Approved as to Form:



County Counsel, Deputy

Dated 9/15/17



County of Sonoma
State of California

Date: December 12, 2017

Item Number: _____
Resolution Number: _____



4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Authorizing Budgetary Adjustments To The Fiscal Year 2017-2018 Adopted Budget, Appropriating \$159,373 From Partnership HealthPlan of California To The Health Services Special Revenue Fund To Allocate Funding For Grant Related Expenditures Within The Department Of Health Services.

Whereas, the Board of Supervisors has adopted the final budget for fiscal year 2017-2018 in accordance with Section 29088 of the Government Code of the State of California; and

Whereas, the Government Code allows for adjustments to the adopted budget during the 2017-2018 fiscal year.

Now, Therefore, Be It Resolved that the Board of Supervisors, County of Sonoma, State of California, does hereby authorize and direct the County Auditor-Controller to adjust the fiscal year 2017-2018 adopted budget for the increases/decreases listed in Exhibit A.

Supervisors:

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

EXHIBIT A - BUDGET RESOLUTION

Department(s)/
 Agency/(ies):

Narratives	FTE Impacts (+/-)	Gross Expenditure	Revenue and Reimbursement	Net Cost	Annualized Net Cost
Summary of Requested Adjustments for Board Consideration					
DHS SUDS - OTHER FUND					
Detail Row 1					
Detail Row 2					
		159,373	159,373	(159,373)	159,373
Detail Row 3					
		159,373	159,373	-	-
Summary Row					

Total Requested Adjustments	0	159,373	159,373	0	0
Subtotal of General Fund Changes	0	0	0	0	0
Subtotal of Other Fund Changes	0	159,373	159,373	0	0



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors of Sonoma County

Board Agenda Date: December 12, 2017

Vote Requirement: 4/5

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

Staff Name and Phone Number:

Michael Kennedy, 565-5157

Supervisorial District(s):

Title: Specialty Adult Treatment Drug Courts Expansion Grant

Recommended Actions:

Authorize an increase to the Director of Health Service's delegated authority to execute agreements for mental health and substance use disorder services, initially approved by the Board on June 20, 2017, of \$119,756 for fiscal year 2017-2018 to support the Specialty Adult Treatment Drug Courts Program.

Adopt a resolution adjusting the fiscal year 2017-2018 final budget by increasing revenues and expenditures in the Department of Health Services by \$119,756 to reflect receipt of Substance Abuse and Mental Health Services Administration Adult Treatment Drug Courts Expansion Grant revenue and associated expenditures. (4/5 vote required)

Executive Summary:

On June 7, 2017 the Sonoma County Department of Health Services was notified that the County had been selected to receive Substance Abuse and Mental Health Services Administration Adult Treatment Drug Courts Expansion Grant funding of \$975,000 through September 30, 2020. This funding provides for expansion of Sonoma County's Drug Court and Driving Under the Influence Court programs.

The Department annually requests that the Board delegate authority to the Department to execute services agreements with community partners for mental health and substance use disorder services. The Department is requesting an increase of \$119,756 to the delegated authority for fiscal year 2017-2018 to facilitate use of grant funds on agreements which support Court programs. In addition, this item requests an equivalent increase in appropriations to the Department's fiscal year 2017-2018 budget.

Discussion:

The Sonoma County Drug Court program is based on intensive outpatient and residential community treatment services and frequent court supervision designed to support voluntary, positive behavioral change. The Drug Court program provides the opportunity to form a unique partnership between the criminal justice system, the drug treatment community, and the offender. The Sonoma County Driving Under the Influence Compliance Court program serves offenders with multiple driving under the

influence convictions. Through collaboration between the courts and community treatment providers, clients are provided case management and compliance services and alcohol and other drug education in outpatient and residential settings. The program provides clients the opportunity to address their addiction while remaining active members of the community. Participants are monitored by the court system with the dual goals of remaining abstinent from alcohol and other drugs as well as not driving under the influence.

The Substance Abuse and Mental Health Services Administration Adult Treatment Drug Courts Expansion Grant provides funding for an expanded multi-system approach, combining the sanctioning power of drug courts with substance use disorder treatment services - both outpatient and residential - in order to break the cycle of alcohol and drug related criminal behavior and incarceration. To increase access and availability of substance use disorder treatment services, Sonoma County will provide Drug and Driving Under the Influence Court case management and treatment services to a minimum of 50 additional unique individuals annually. By addressing gaps in the continuum of treatment for Court program clients, the Department expects to increase the percentage of individuals that do not recidivate within three years of completing the program by approximately 10 percent and increase the percentage of individuals who complete the program by 10 percent. To prioritize the behavioral health needs of veterans, Sonoma County will offer Drug and Driving Under the Influence Court program services to Veterans Court clients, increasing the number of veterans served annually by 10 individuals. To address behavioral health disparities among racial and ethnic minorities, Sonoma County will utilize a bilingual case manager and increase the use of interpretation and bilingual/monolingual Spanish counseling services. Annually for the lifetime of the grant, Sonoma County will serve 50 additional individuals with outpatient services and one additional individual with residential services.

Grant funding will be used to fund services agreements with community partners in support of the Drug and Driving Under the Influence Court programs in the amount of \$119,756 for fiscal year 2017-2018 and approximately \$160,000 annually thereafter for the term of the grant. Grant funds will also be used to fund a bilingual Alcohol And Other Drug Services Specialist in the amount of \$135,683 for fiscal year 2017-2018 and approximately \$165,000 annually thereafter for the term of the grant.

Prior Board Actions:

On June 20, 2017 the Board authorized the Director of Health Services to execute agreements for mental health and substance use disorder services with a term beginning in FY 17-18 and ending no later than June 30, 2020, for a not to exceed amount of \$39,574,362 annually.

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

The Department's substance use disorder services programs promote the recovery and wellness of individuals suffering from mental illness and substance use disorders through specialty mental health services, advocacy, and education.

Fiscal Summary			
Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses	\$135,683	\$394,561	\$325,000
Additional Appropriation Requested	\$119,756		
Total Expenditures	\$255,439	\$394,561	\$325,000
Funding Sources			
General Fund/WA GF			
State/Federal	\$255,439	\$394,561	\$325,000
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources	\$255,439	\$394,561	\$325,000
Narrative Explanation of Fiscal Impacts:			
<p>Additional FY 17-18 appropriations of \$119,756 are needed for grant expenditures related to contracted services. The Department has sufficient FY 17-18 appropriations to fund expenditures related to staff. Future year grant revenue and expenditures will be included in the appropriate year budgets as follows: FY 18-19 - \$394,561 (\$325,000 annual award plus \$69,561 of unspent prior year funds); FY 19-20 - \$325,000; and FY 20-21 - \$81,250.</p>			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
N/A			
Attachments:			
Budgetary adjustment resolution			
Related Items "On File" with the Clerk of the Board:			
None			



County of Sonoma
State of California

Date: December 12, 2017

Item Number: _____
Resolution Number: _____



4/5 Vote Required

Resolution of the Board of Supervisors of the County of Sonoma, State of California, Authorizing Budgetary Adjustments to the Fiscal Year 2017-2018 Adopted Budget, Appropriating \$119,756 from the Substance Abuse and Mental Health Services Administration Adult Treatment Drug Courts Expansion Grant to the Health Services Special Revenue Fund to Allocate Funding for Grant-Related Contracted Services.

Whereas, the Board of Supervisors has adopted the final budget for fiscal year 2017-2018 in accordance with Section 29088 of the Government Code of the State of California; and

Whereas, the Government Code allows for adjustments to the adopted budget during the 2017-2018 fiscal year.

Now, Therefore, Be It Resolved that the Board of Supervisors, County of Sonoma, State of California, does hereby authorize and direct the County Auditor-Controller to adjust the fiscal year 2017-2018 adopted budget for the increases/decreases listed in Exhibit A.

Supervisors:

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

Exhibit A

Health Services						
Department(s)/ Agency/(ies):	Narratives	FTE Impacts (+/-)	Gross Expenditure	Revenue and Reimbursement	Net Cost	Annualized Net Cost
	Summary of Requested Adjustments for Board Consideration					
	Health Services - OTHER FUND					
Detail Row 1	<i>Drug Court Grant revenue to fund additional contracts.</i>			119,756	(119,756)	
Detail Row 2	<i>Additional contracts associated with Drug Court Grant.</i>		119,756		119,756	
Detail Row 3						
Summary Row	<i>NOTE: HIDE the detail rows if the summary is simply a restatement of the details.</i>	-	119,756	119,756	-	-
	Total Requested Adjustments	0	119,756	119,756	0	0
	Subtotal of General Fund Changes	0	0	0	0	0
	Subtotal of Other Fund Changes	0	119,756	119,756	0	0



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 the County of Sonoma, Board of Directors of the Sonoma County Water Agency, Board of Commissioners of the Community Development Commission, Board of Directors of the Sonoma County Agricultural Preservation and Open Space District

Board Agenda Date: December 12, 2017

Vote Requirement: Majority

Department or Agency Name(s): Human Resources

Staff Name and Phone Number:

Heidi Fowers, Risk Control Manager 565-2940

Supervisorial District(s):

All

Title: Amendments to Occupational Safety and Health Consulting Agreements

Recommended Actions:

1. Authorize the Director of Human Resources to execute amendments to agreements with Bickmore and Associates Inc., The Cohen Group, SCS Engineers, Briotix (formerly Ergo Concepts), Kathy Burwell, California Industrial Hygiene Services, Ergocation, and Harris and Lee Environmental Services, extending the term of each agreement an additional twelve months from January 1, 2108 through December 31, 2018; increasing the contract maximums from \$155,000 to \$200,000 for Ergocation, and from \$245,000 to \$320,000 for California Industrial Hygiene Services; and extending the term of the agreement with BSI EHS Services (formerly EORM), for an additional six months from January 1, 2018 through June 30, 2018.
2. Authorize the Director of Human Resources to execute a separate agreement with BSI EHS Services, to provide specific fire disaster environmental assessment services on all County owned and leased locations, for the term November 1, 2017 through September 30, 2018 with the maximum agreement amount determined based upon the scope of work as authorized by insurance adjusters, and as approved by the CSAC Excess Insurance Authority.

Executive Summary:

The first requested Board action authorizes the Human Resources Director to execute amendments to consultant agreements providing a variety of occupational safety, workplace security, ergonomic and environmental safety services to County departments and agencies. These consultants were originally selected through a Request for Proposal (RFP) process conducted in 2012, and your Board previously authorized initial three year agreements, and amendments extending the term of each an additional two years through December 31, 2017, at various contract maximum amounts. Extending the term of each

agreement and increasing some maximum amounts provides sufficient time to conduct another Request for Proposal process in 2018.

The second requested Board action authorizes the Human Resources Director to execute a separate agreement with BSI EHS Services, for specific fire disaster related environmental assessment services, for the term November 1, 2017 through September 30, 2018, with an unspecified agreement maximum. Due to the large scope of this project, the maximum contract amount will be determined once all locations have been evaluated. All services are authorized by the insurance adjusters for the CSAC Excess Insurance Authority, and all costs associated with this agreement will be reimbursed through property insurance proceeds.

Discussion:

Occupational Health and Safety Consulting Agreements:

Human Resources, Risk Management Division is responsible for administration of the County's Occupational Safety and Health Program, in compliance with California Code of Regulations, Title VIII. As an employer, the County of Sonoma is committed to provide a safe and healthy workplace within which to deliver critical governmental services, and to provide for the protection and well-being of County employees and the public. These consultants have specialized qualifications in the areas of environmental health, occupational safety, workplace security and ergonomics to address County employee safety needs in support of the countywide Safety Management Program. Services are coordinated and administered by the County's Risk Manager, who utilizes services directly and/or recommends qualified consultants to departments, districts or agency staff to address specific needs. While most of these services are paid through the Workers Compensation Self Insurance Internal Service Fund, some departments and agencies budget for their own project needs.

The County has been satisfied with the services provided and response time of each consultant. Due to the recent fire disaster activities, staff was not able to complete another Request for Proposal process. Extending the term of each agreement an additional 12 months from January 1, 2018 through December 1, 2018, and for 6 months from January 1, 2018 through June 30, 2018 for the agreement with BSI EHS Services provides sufficient time, and also maintains continuity of services which are particularly critical due to environmental safety and health concerns created by the recent fire disaster impacting County owned and leased locations. Contract maximum increases are needed on two of the nine Occupational Safety & Health Consulting Agreements (Ergocation and California Industrial Hygiene Services) in order to continue with current services levels.

All agreements are fee for service with no minimum or maximum amount of work guaranteed, and allows the County to terminate at any time. Depending on the number of projects assigned to each consultant, as well as the size and scope of each assignment, the contract limit may never be reached.

Fire Disaster Environmental Assessment Services:

Due to the recent wildfires, various County departments and agencies sustained fire damage ranging from minor smoke damage to destruction of buildings, radio towers and vehicles owned by the County of Sonoma and affiliate agencies. While total loss assessments are still being developed, County staff has been working with the California State Association of Counties Excess Insurance Authority, Property Insurance Program, in coordinating fire damage and recovery efforts to restore County operations.

Currently, BSI EHS Services is conducting visual and surface screening assessments of fire-related residuals in County owned and leased locations. The information collected during the assessments provides information to our insurer regarding the possible need for cleaning or other restoration efforts which may be required. All County owned and leased locations (contents) are covered under the property insurance program thus costs of environmental assessment, cleaning, recovery and restoration of these properties are covered. The majority of cleaning and restoration services are being performed by Belfor Property Restoration which was approved by your Board on November 14, 2017.

Prior Board Actions:

11/14/17: Authorized agreement with Belfor Property Restoration for fire damage recovery and restoration services for County owned and leased locations covered by Property Insurance

12/08/15: Authorized extending the term of current agreements

10/28/14: Authorized amendments to agreements with Environmental and Occupational Risk Management, Ergocation, Harris and Lee Environmental Services, and Kathy Burwell Consulting.

12/04/12: Authorized initial agreements with Bickmore and Associates Inc., California Industrial Hygiene Services, Environmental and Occupational Risk Management, Ergo Concepts, Ergocation, Harris and Lee Environmental Services, Kathy Burwell Consulting, the Cohen Group, and SCS Engineers.

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

These consulting services are in alignment with the Board’s strategic goal “To Enrich the Quality of Life in Sonoma County through Superior Public Service”, and to ensure the health and safety of County employees and the public they serve.

Fiscal Summary			
Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses	\$285,000	\$285,000	
Additional Appropriation Requested			
Total Expenditures	\$285,000		
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other	\$285,000		
Use of Fund Balance			
Contingencies			
Total Sources	\$285,000		
Narrative Explanation of Fiscal Impacts:			
<p>Expenditures for the Occupational Safety and Health Consulting agreements are primarily paid through the Workers' Compensation Self Insurance Program; however, departments may also contribute to these costs depending on their own safety program priorities and budget. There is \$285,000 budgeted for safety consulting services FY 2017-18 Adopted Budget. The actual costs depend upon specific projects assigned to each firm.</p> <p>All costs associated with the BSI EHS Services agreement for fire disaster environmental assessment and recovery services will be reimbursed through property insurance proceeds from the CSAC Excess Insurance Authority. The Property Deductible Budget in the Risk Management Internal Services Fund is funded through property insurance rates charged countywide based upon per square foot usage. Human Resources, Risk Management will facilitate payments in excess of the County's deductible, upon receipt of pre-approved insurance proceeds from the CSAC Excess Insurance Authority. We anticipate insurance proceeds to be paid timely and will monitor cash flow to ensure compliance within acceptable financial accounting practices, in coordination with the Auditor-Controller and County Administrator.</p>			
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:

Sample Amendment to Agreements. Draft agreement for fire related services with BSI.

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

None.

**SECOND AMENDMENT TO AGREEMENT
FOR CONSULTING/PROFESSIONAL SERVICES**

This Second Amendment (the "Amendment"), made this December 12, 2017, is by and between the County of Sonoma, a political subdivision of the State of California ("County"), and **Bickmore and Associates, Inc. dba Bickmore, a California Corporation** ("Consultant"). All capitalized terms used herein shall, unless otherwise defined, have the meaning ascribed to those terms in the existing agreement.

RECITALS

WHEREAS, Consultant represents that it is duly qualified and experienced in occupational safety and related consulting services; and

WHEREAS, in the judgment of the Director of Human Resources, it is necessary and desirable to employ the services of Consultant for occupational safety and related consulting services; and

WHEREAS, County amended the Agreement extending the term for an additional two years until December 31, 2017 and decreasing the maximum allowed payments to Consultant from \$420,000.00 to \$170,000.00; and

WHEREAS, County has been satisfied with the services of Consultant and desires to amend the Agreement to extend the term of the Agreement for an additional one year period from **January 1, 2018 to December 31, 2018**.

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

AGREEMENT

1. Section 3. Term of Agreement of the Agreement is amended to reflect that the termination date of the Agreement shall be **December 31, 2018**, unless terminated earlier in accordance with the terms of the Agreement.

2. Section 9.7 Statutory Compliance/Living Wage Ordinance. Consultant agrees to comply, and to ensure compliance by its subconsultants or subcontractors, with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the County of Sonoma Living Wage Ordinance, 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. Without limiting the generality of the foregoing, Consultant expressly acknowledges and agrees that this Agreement may be subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

3. 13.7 Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. Each Party acknowledges that, in entering into this Agreement, it has not relied on any representation or undertaking, whether oral or in writing, other than those which are expressly set forth in this Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

4. Except to the extent the Agreement is specifically amended or supplemented hereby, the Agreement and previous amendments, together with exhibits are, and shall continue to be, in full force and effect as originally executed, and nothing contained herein shall, or shall be construed to modify, invalidate or otherwise affect any provision of the Agreement, as amended, or any right of County arising thereunder.

5. This Amendment shall be governed by and construed under the internal laws of the State of California, and any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the County of Sonoma.

COUNTY AND CONSULTANT HAVE CAREFULLY READ AND REVIEWED THIS AMENDMENT AND EACH TERM AND PROVISION CONTAINED HEREIN AND, BY EXECUTION OF THIS AMENDMENT, SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO.

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

CONSULTANT: **BICKMORE AND ASSOCIATES, INC. DBA BICKMORE**

COUNTY: **COUNTY OF SONOMA**

By: _____

By: _____
Christina Cramer, Director of Human Resources

Name: _____

Date: _____

Title: _____

Date: _____

APPROVED AS TO FORM FOR COUNTY:

By: _____
County Counsel

Date: _____

CERTIFICATES OF INSURANCE ON FILE WITH AND APPROVED AS TO SUBSTANCE FOR COUNTY:

By: _____
Christina Cramer, Director of Human Resources

Date: _____

**SECOND AMENDMENT TO
AGREEMENT FOR CONSULTING/PROFESSIONAL SERVICES**

This Second Amendment (the "Amendment"), made this December 12, 2017, is by and between the County of Sonoma, a political subdivision of the State of California ("County"), and **Briotix, Inc., a Colorado corporation – formerly known as Ergo Concepts, LLC, a Maryland corporation** ("Consultant"). All capitalized terms used herein shall, unless otherwise defined, have the meaning ascribed to those terms in the existing agreement.

RECITALS

WHEREAS, Consultant represents that it is duly qualified and experienced in ergonomic evaluations, training, and consulting services; and

WHEREAS, County has been satisfied with the services of Consultant and desires to amend the Agreement extending the term for an additional two years until December 31, 2017; and

WHEREAS, effective December 1, 2015 Ergo Concepts, LLC merged with Briotix, Inc. and has a new business address and a new, updated Fee Schedule; and

WHEREAS, County has been satisfied with the services of Consultant and desires to amend the Agreement to extend the term of the Agreement for an additional one year period from **January 1, 2018 to December 31, 2018**.

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

AGREEMENT

1. Section 3. Term of Agreement of the Agreement is amended to reflect that the termination date of the Agreement shall be **December 31, 2018**, unless terminated earlier in accordance with the terms of the Agreement.

2. Section 9.7 Statutory Compliance/Living Wage Ordinance. Consultant agrees to comply, and to ensure compliance by its subconsultants or subcontractors, with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the County of Sonoma Living Wage Ordinance, 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. Without limiting the generality of the foregoing, Consultant expressly acknowledges and agrees that this Agreement is/may be subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

3. 13.7 Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. Each Party acknowledges that, in entering into this Agreement, it has not relied on any representation or undertaking, whether oral or in writing, other than those which are expressly set forth in this Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

4. Except to the extent the Agreement is specifically amended or supplemented hereby, the Agreement and previous amendments, together with exhibits are, and shall continue to be, in full force and effect as originally executed, and nothing contained herein shall, or shall be construed to modify, invalidate or otherwise affect any provision of the Agreement, as amended, or any right of County arising thereunder.

5. This Amendment shall be governed by and construed under the internal laws of the State of California, and any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the County of Sonoma.

COUNTY AND CONSULTANT HAVE CAREFULLY READ AND REVIEWED THIS AMENDMENT AND EACH TERM AND PROVISION CONTAINED HEREIN AND, BY EXECUTION OF THIS AMENDMENT, SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO.

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

CONSULTANT: **BRIOTIX, INC.**

COUNTY: **COUNTY OF SONOMA**

By: _____

By: _____

Christina Cramer, Director of Human Resources

Name: _____

Date: _____

Title: _____

Date: _____

APPROVED AS TO FORM FOR COUNTY:

County Counsel signature exempt per Policy of exemption of County Counsel Review.

CERTIFICATES OF INSURANCE ON FILE WITH AND APPROVED AS TO SUBSTANCE FOR COUNTY:

By: _____

Christina Cramer, Director of Human Resources

Date: _____

**THIRD AMENDMENT TO
AGREEMENT FOR CONSULTING/PROFESSIONAL SERVICES**

This Third Amendment (the "Amendment"), made this December 12, 2017 is by and between the County of Sonoma, a political subdivision of the State of California ("County"), and **BSI Services and Solutions (West) Inc. dba BSI EHS Services and Solutions f.k.a. Environmental and Occupational Risk Management, Inc. (EORM)**, a California Corporation ("Consultant"). All capitalized terms used herein shall, unless otherwise defined, have the meaning ascribed to those terms in the existing agreement.

RECITALS

WHEREAS, Consultant represents that it is duly qualified and experienced in occupational safety, environmental, and industrial hygiene consulting services; and

WHEREAS, in the judgment of the Director of Human Resources, it is necessary and desirable to employ the services of Consultant for occupational safety, environmental, and industrial hygiene consulting services; and

WHEREAS, a First Amendment to the Agreement effective October 28, 2014 was executed increasing the contract maximum from \$150,000 to \$325,000; and

WHEREAS, County amended the Agreement extending the term for an additional two years until December 31, 2017 and increasing the maximum allowed payments to Consultant from \$325,000.00 to \$625,000.00; and

WHEREAS, County has been satisfied with the services of Consultant and desires to amend the Agreement to extend the term of the Agreement for an additional six month period from **January 1, 2018 to June 30, 2018** and using the Fee Schedule set forth in **Exhibit B**.

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

AGREEMENT

1. Section 2. Payment of the Agreement is amended to reflect that the Fee Schedule set forth in **Exhibit B**.

2. Section 3. Term of Agreement of the Agreement is amended to reflect that the termination date of the Agreement shall be **June 30, 2018**, unless terminated earlier in accordance with the terms of the Agreement.

3. Section 9.7 Statutory Compliance/Living Wage Ordinance. Consultant agrees to comply, and to ensure compliance by its subconsultants or subcontractors, with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the County of Sonoma Living Wage Ordinance, 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. Without limiting the generality of the foregoing, Consultant expressly acknowledges and agrees that this Agreement may be subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

4. 13.7 Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. Each Party acknowledges that, in entering into this Agreement, it has not relied on any representation or undertaking, whether oral or in writing, other than those which are expressly set forth in this Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

5. Except to the extent the Agreement is specifically amended or supplemented hereby, the Agreement and previous amendments, together with exhibits are, and shall continue to be, in full force and effect as originally executed, and nothing contained herein shall, or shall be construed to modify, invalidate or otherwise affect any provision of the Agreement, as amended, or any right of County arising thereunder.

6. This Amendment shall be governed by and construed under the internal laws of the State of California, and any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the County of Sonoma.

COUNTY AND CONSULTANT HAVE CAREFULLY READ AND REVIEWED THIS AMENDMENT AND EACH TERM AND PROVISION CONTAINED HEREIN AND, BY EXECUTION OF THIS AMENDMENT, SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO.

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

CONSULTANT: **BSI SERVICES AND SOLUTIONS (WEST) INC. DBA BSI EHS SERVICES AND SOLUTIONS**

COUNTY: **COUNTY OF SONOMA**

By: 
Name: Daniel McKim

By: _____
Christina Cramer, Director of Human Resources

Date: _____

Title: CFO
Date: 11/1/17

APPROVED AS TO FORM FOR COUNTY:

By: _____
County Counsel

Date: _____

CERTIFICATES OF INSURANCE ON FILE WITH AND APPROVED AS TO SUBSTANCE FOR COUNTY:

By: _____
Christina Cramer, Director of Human Resources

Date: _____

**EXHIBIT B FEE
SCHEDULE
JANUARY 1, 2018 THROUGH JUNE 30, 2018**

<u>Labor</u>	<u>Rate</u>
Principal Consultant	\$176
Senior Consultant	\$152
Consultant	\$135
Associate Consultant	\$115
Specialist	\$99
Document Production	\$ 85

Notes: Work is to be performed during normal County business hours. After hours (before 6:00 a.m. and after 7:00 p.m.) and Saturday, Sunday, or Holiday work will be billed at 125% of hourly rate.

<u>Travel Expenses</u>	<u>Rate</u>
Mileage	IRS Rate + 20%
Meals, lodging, rental car, etc.	Cost
Consultant Travel Time	Standard Hourly Rate

<u>Other Reimbursables</u>	
Other direct costs (i.e., equipment rental, supplies, subcontracts, other vendor services, etc.)	Cost + 20%

Standard Professional Services Agreement (“PSA”)

Revision I – March 2017

AGREEMENT FOR CONSULTING/PROFESSIONAL SERVICES

This agreement ("Agreement"), dated as of November 1, 2017 (“Effective Date”) is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and **BSI Services and Solutions (West) Inc. dba BSI EHS Services and Solutions f.k.a. Environmental and Occupational Risk Management, Inc. (EORM)**, a California corporation (hereinafter "Consultant").

R E C I T A L S

WHEREAS, Consultant represents that it is duly qualified and experienced in occupational safety, environmental, and industrial hygiene consulting services; and

WHEREAS, in the judgment of the Director of Human Resources, it is necessary and desirable to employ the services of Consultant for specific fire disaster environmental assessment services on all County owned and leased locations.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

A G R E E M E N T

1. Scope of Services.

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

1.2 Cooperation With County. Consultant shall cooperate with County and County staff in the performance of all work hereunder.

1.3 Performance Standard. Consultant shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Consultant's profession. County has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release. If County determines that any of Consultant's work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Consultant to meet with County to review the quality of the work and resolve matters of concern; (b) require Consultant to repeat the work at

no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 4; or (d) pursue any and all other remedies at law or in equity.

1.4 Assigned Personnel.

- a. Consultant shall assign only competent personnel to perform work hereunder. In the event that at any time County, in its sole discretion, desires the removal of any person or persons assigned by Consultant to perform work hereunder, Consultant shall remove such person or persons immediately upon receiving written notice from County.
- b. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by County to be key personnel whose services were a material inducement to County to enter into this Agreement, and without whose services County would not have entered into this Agreement. Consultant shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of County.
- c. In the event that any of Consultant's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Consultant's control, Consultant shall be responsible for timely provision of adequately qualified replacements.

2. Payment. For all services and incidental costs required hereunder, Consultant shall be paid on a time and material/expense basis in accordance with the budget set forth in **Exhibit B**, with the maximum agreement amount to be determined based upon the scope of work as authorized by insurance adjusters, and as approved by the CSAC Excess Insurance Authority. Consultant shall submit its bills in arrears on a monthly basis in a form approved by County's Auditor and the Head of the County Department receiving the services. The bills shall show or include: (i) the task(s) performed; (ii) the time in quarter hours devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by the Agreement shall not be reimbursed.

Unless otherwise noted in this Agreement, payments shall be made within the normal course of County business after presentation of an invoice in a form approved by the County for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by the County.

Pursuant to California Revenue and Taxation code (R&TC) Section 18662, the County shall withhold seven percent of the income paid to Consultant for services performed within the State of California under this agreement, for payment and reporting to the California Franchise Tax Board, if Consultant does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

If Consultant does not qualify, County requires that a completed and signed Form 587 be provided by the Consultant in order for payments to be made. If Consultant is qualified, then the County requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, the Consultant agrees to promptly notify the County of any changes in the facts.

Forms should be sent to the County pursuant to Article 12. To reduce the amount withheld, Consultant has the option to provide County with either a full or partial waiver from the State of California.

3. Term of Agreement. The term of this Agreement shall be from **November 1, 2017** to **September 30, 2018** unless terminated earlier in accordance with the provisions of Article 4 below.

4. Termination.

4.1 Termination Without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, County shall have the right, in its sole discretion, to terminate this Agreement by giving 5 days written notice to Consultant.

4.2 Termination for Cause. Notwithstanding any other provision of this Agreement, should Consultant fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, County may immediately terminate this Agreement by giving Consultant written notice of such termination, stating the reason for termination.

4.3 Delivery of Work Product and Final Payment Upon Termination.

In the event of termination, Consultant, within 14 days following the date of termination, shall deliver to County all reports, original drawings, graphics, plans, studies, and other data or documents, in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement and shall submit to County an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

4.4 Payment Upon Termination. Upon termination of this Agreement by County, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and reimbursable expenses properly incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total payment; provided, however, that if services which have been satisfactorily rendered are to be paid on a per-hour or per-day basis, Consultant shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to the termination times the applicable hourly or daily rate; and further provided, however, that if County terminates the Agreement for cause pursuant to Section 4.2, County shall deduct from such amount the amount of damage, if any, sustained by County by virtue of the breach of the Agreement by Consultant.

4.5 Authority to Terminate. The Board of Supervisors has the authority to terminate this Agreement on behalf of the County. In addition, the Purchasing Agent or Department Head, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County.

5. Indemnification. Consultant 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 Consultant, that arise out of, pertain to, or relate to Consultant's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Consultant agrees to provide a

complete defense for any claim or action brought against County based upon a claim relating to such Consultant'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 or contributory 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.

6. Insurance. With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain, insurance as described in Exhibit C, which is attached hereto and incorporated herein by this reference.

7. Prosecution of Work. The execution of this Agreement shall constitute Consultant's authority to proceed immediately with the performance of this Agreement. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Consultant's performance of this Agreement shall be extended by a number of days equal to the number of days Consultant has been delayed.

8. Extra or Changed Work. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Minor changes, which do not increase the amount paid under the Agreement, and which do not significantly change the scope of work or significantly lengthen time schedules may be executed by the Department Head in a form approved by County Counsel. The Board of Supervisors/Purchasing Agent must authorize all other extra or changed work. The parties expressly recognize that, pursuant to Sonoma County Code Section 1-11, County personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Consultant 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 Consultant shall be entitled to no compensation whatsoever for the performance of such work. Consultant further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the County.

9. Representations of Consultant.

9.1 Standard of Care. County has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Consultant's work by County shall not operate as a waiver or release.

9.2 Status of Consultant. The parties intend that Consultant, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Consultant is not to be considered an agent or employee of County and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits County provides its employees. In the event County

exercises its right to terminate this Agreement pursuant to Article 4, above, Consultant expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

9.3 No Suspension or Debarment. Consultant warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Consultant also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration. If the Consultant becomes debarred, Consultant has the obligation to inform the County

9.4 Taxes. Consultant agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Consultant agrees to indemnify and hold County harmless from any liability which it may incur to the United States or to the State of California as a consequence of Consultant's failure to pay, when due, all such taxes and obligations. In case County is audited for compliance regarding any withholding or other applicable taxes, Consultant agrees to furnish County with proof of payment of taxes on these earnings.

9.5 Records Maintenance. Consultant shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to County for inspection at any reasonable time. Consultant shall maintain such records for a period of four (4) years following completion of work hereunder.

9.6 Conflict of Interest. Consultant covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Consultant further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by County, Consultant shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with County disclosing Consultant's or such other person's financial interests.

9.7 Statutory Compliance/Living Wage Ordinance. Consultant agrees to comply, and to ensure compliance by its subconsultants or subcontractors, with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the County of Sonoma Living Wage Ordinance, 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. Without limiting the generality of the foregoing, Consultant expressly acknowledges and agrees that this Agreement may be subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

9.8 Nondiscrimination. Without limiting any other provision hereunder, Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religious

creed, belief or grooming, sex (including sexual orientation, gender identity, gender expression, transgender, pregnancy, childbirth, medical conditions related to pregnancy, childbirth or breast feeding), marital status, age, medical condition, physical or mental disability, genetic information, military or veteran status, or any other legally protected category or prohibited basis, including without limitation, the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

9.9 AIDS Discrimination. Consultant agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

9.10 Assignment of Rights. Consultant assigns to County all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Consultant in connection with this Agreement. Consultant agrees to take such actions as are necessary to protect the rights assigned to County in this Agreement, and to refrain from taking any action which would impair those rights. Consultant's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as County may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of County. Consultant shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of County.

9.11 Ownership and Disclosure of Work Product. All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement shall be the property of County. County shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Consultant shall promptly deliver to County all such documents, which have not already been provided to County in such form or format, as County deems appropriate. Such documents shall be and will remain the property of County without restriction or limitation. Consultant may retain copies of the above-described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of County.

9.12 Authority. The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of Consultant.

10. Demand for Assurance. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any

improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article limits County's right to terminate this Agreement pursuant to Article 4.

11. Assignment and Delegation. Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

12. Method and Place of Giving Notice, Submitting Bills and Making Payments. All notices, bills, and payments shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service. Notices, bills, and payments shall be addressed as follows:

TO: COUNTY: Heidi Fowers, Occupational Safety Manager
Human Resources Department
County of Sonoma
575 Administration Drive, Suite 116B
Santa Rosa, CA 95403

TO: CONSULTANT: BSI Services and Solutions (West) Inc.
dba BSI EHS Services and Solutions
4 North Second Street, Suite 1270
San Jose, CA 95113

When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a notice, bill or payment is sent by facsimile or email, the notice, bill or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

13. Miscellaneous Provisions.

13.1 No Waiver of Breach. The waiver by County of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

13.2 Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Consultant and County acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against

one party in favor of the other. Consultant and County acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

13.3 Consent. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

13.4 No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

13.5 Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or the forum nearest to the city of Santa Rosa, in the County of Sonoma.

13.6 Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

13.7 Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. Each Party acknowledges that, in entering into this Agreement, it has not relied on any representation or undertaking, whether oral or in writing, other than those which are expressly set forth in this Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

13.8. Survival of Terms. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

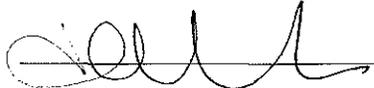
13.9 Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

The remainder of this page has been intentionally left blank.

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

CONSULTANT: **BSI SERVICES AND SOLUTIONS (WEST) INC. DBA BSI EHS SERVICES AND SOLUTIONS**

COUNTY: **COUNTY OF SONOMA**

By: 

By: _____
Christina Cramer, Director of Human Resources

Name: Jeniu McKim

Date: _____

Title: CFO

APPROVED AS TO FORM FOR COUNTY:

Date: 12/1/17

By: _____
County Counsel

Date: _____

CERTIFICATES OF INSURANCE ON FILE WITH AND APPROVED AS TO SUBSTANCE FOR COUNTY:

By: _____
Christina Cramer, Director of Human Resources

Date: _____

EXHIBIT A SCOPE OF SERVICES

Consultant agrees, upon request from County, to provide services as set forth in this **Exhibit A**. Contractor will perform these services as requested by the County as the County in its sole discretion deems appropriate.

Prior to any services being performed, Contractor will provide County with, and get authorization for, a task order that itemizes:

- a) The specific services to be provided.
- b) The times and dates said services are to be provided.
- c) The costs of said services based on the cost schedule set forth in **Exhibit B**

Contractor shall provide industrial hygiene consulting services that assist the County in assessing the fire-related impact to buildings, operations and employees. This work will include screening assessment of fire-related residuals on building surfaces to determine if specialized cleaning by a restoration contractor would be appropriate.

INDUSTRIAL HYGIENE CONSULTING SERVICES

- Provide general industrial hygiene program management consulting
- Conduct industrial hygiene sampling and reports following the American Conference of Governmental Industrial Hygienists (ACGIH), Occupational Safety & Health Administration (OSHA), National Institute of Occupational Safety & Health (NIOSH) or other applicable regulatory or industry guidelines. An American Industrial Hygiene Association (AIHA) or comparable accredited lab should complete lab work
- Conduct Indoor Air Quality assessments including management of water intrusion, mold, asbestos, lead, ash, char and soot, etc.

EXHIBIT B
FEE SCHEDULE
NOVEMBER 1, 2017 THROUGH DECEMBER 31, 2017

<u>Labor</u>	<u>Rate</u>
Principal Consultant	\$176
Senior Consultant	\$152
Consultant	\$135
Associate EHS Consultant	\$115
Consulting Specialist	\$99
Document Production	\$85

Notes: Work is to be performed during normal County business hours. After hours (before 6:00 a.m. and after 7:00 p.m.) and Saturday, Sunday, or Holiday work will be billed at 125% of hourly rate.

<u>Travel Expenses</u>	<u>Rate</u>
Mileage	IRS Rate + 20%
Meals, lodging, rental car, etc.	Cost
Consultant Travel Time	Standard Hourly Rate

<u>Other Reimbursables</u>	
Other direct costs (i.e., equipment rental, supplies, subcontracts, lab fees, other vendor services, etc.)	Cost + 5%

EXHIBIT B
FEE SCHEDULE
JANUARY 1, 2018 THROUGH DECEMBER 31, 2018

<u>Labor</u>	<u>Rate</u>
Managing Principal	\$338
Principal Consultant, PE	\$275
Principal Consultant	\$250
Senior Consultant	\$222
Consultant	\$189
Associate Consultant	\$167
Specialist	\$132
Technician	\$113
Production Technician	\$ 86

Notes: Work is to be performed during normal County business hours. After hours (before 6:00 a.m. and after 7:00 p.m.) and Saturday, Sunday, or Holiday work will be billed at 125% of hourly rate.

<u>Travel Expenses</u>	<u>Rate</u>
Mileage	IRS Rate + 20%
Meals, lodging, rental car, etc.	Cost
Consultant Travel Time	Standard Hourly Rate

<u>Other Reimbursables</u>	
Other direct costs (i.e., equipment rental, supplies, subcontracts, lab fees, other vendor services, etc.)	Cost + 5%

With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

County reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

1. Workers Compensation and Employers Liability Insurance

- a. Required if Consultant has employees as defined by the Labor Code of the State of California.
- b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. Required Evidence of Insurance: Certificate of Insurance.

If Consultant currently has no employees as defined by the Labor Code of the State of California, Consultant agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.

2. General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Consultant maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Consultant.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County. Consultant is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Consultant has a claim against the insurance or is named as a party in any action involving the County.
- d. **County of Sonoma, its officers, agents and employees** shall be endorsed as additional insureds for liability arising out of operations by or on behalf of the Consultant in the performance of this Agreement.
- e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- f. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in ISO form CG 00 01, or equivalent).

- g. The policy shall cover inter-insured suits between the additional insureds and Consultant and include a “separation of insureds” or “severability” clause which treats each insured separately.
- h. Required Evidence of Insurance:
 - i. Copy of the additional insured endorsement or policy language granting additional insured status; and
 - ii. Certificate of Insurance.

3. Automobile Liability Insurance

- a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limits may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance.
- b. Insurance shall cover all owned autos. If Consultant currently owns no autos, Consultant agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
- c. Insurance shall cover hired and non-owned autos.
- d. Required Evidence of Insurance: Certificate of Insurance.

4. Professional Liability/Errors and Omissions Insurance

- a. Minimum Limits: \$1,000,000 per claim or per occurrence; \$1,000,000 annual aggregate.
- b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County.
- c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
- d. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- e. Required Evidence of Insurance: Certificate of Insurance.

5. Standards for Insurance Companies

Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

6. Documentation

- a. The Certificate of Insurance must include the following reference: **Agreement with County of Sonoma 11/1/17 to 9/30/19.**
- b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Consultant agrees to maintain current Evidence of Insurance on file with County for the entire term of this Agreement and any additional periods if specified in Sections 1 – 4 above.
- c. The name and address for Additional Insured endorsements and Certificates of Insurance is: **County of Sonoma, Department of Human Resources, 575 Administration Drive, Suite 116B, Santa Rosa, CA 95403.**
- d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- e. Consultant shall provide immediate written notice if: (1) any of the required insurance

policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.

- f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

7. Policy Obligations

Consultant's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

8. Material Breach

If Consultant fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. County, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, County may purchase the required insurance, and without further notice to Consultant, County may deduct from sums due to Consultant any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.

**THIRD AMENDMENT TO
AGREEMENT FOR CONSULTING/PROFESSIONAL SERVICES**

This Third Amendment (the "Amendment"), made this December 12, 2017, is by and between the County of Sonoma, a political subdivision of the State of California ("County"), and **Kathy Burwell, OTR/L**, a sole proprietor ("Consultant"). All capitalized terms used herein shall, unless otherwise defined, have the meaning ascribed to those terms in the existing agreement.

RECITALS

WHEREAS, Consultant represents that it is duly qualified and experienced in ergonomic evaluations, training, and consulting services; and

WHEREAS, in the judgment of the Director of Human Resources, it is necessary and desirable to employ the services of Consultant for ergonomic evaluations, training, and consulting services; and

WHEREAS, a First Amendment to the Agreement effective October 28, 2014 was executed increasing the contract maximum from \$45,000 to \$55,000; and

WHEREAS, County amended the Agreement extending the term for an additional two years until December 31, 2017 and increasing the maximum allowed payments to Consultant from \$55,000.00 to \$95,000.00; and

WHEREAS, County has been satisfied with the services of Consultant and desires to amend the Agreement to extend the term of the Agreement for an additional one year period from **January 1, 2018 to December 31, 2018**.

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

AGREEMENT

1. Section 3. Term of Agreement of the Agreement is amended to reflect that the termination date of the Agreement shall be **December 31, 2018**, unless terminated earlier in accordance with the terms of the Agreement.

2. Section 9.7 Statutory Compliance/Living Wage Ordinance. Consultant agrees to comply, and to ensure compliance by its subconsultants or subcontractors, with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the County of Sonoma Living Wage Ordinance, 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. Without limiting the generality of the foregoing, Consultant expressly acknowledges and agrees that this Agreement is/may be subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

3. 13.7 Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. Each Party acknowledges that, in entering into this Agreement, it has not relied on any representation or undertaking, whether oral

or in writing, other than those which are expressly set forth in this Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

4. Except to the extent the Agreement is specifically amended or supplemented hereby, the Agreement and previous amendments, together with exhibits are, and shall continue to be, in full force and effect as originally executed, and nothing contained herein shall, or shall be construed to modify, invalidate or otherwise affect any provision of the Agreement, as amended, or any right of County arising thereunder.

5. This Amendment shall be governed by and construed under the internal laws of the State of California, and any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the County of Sonoma.

COUNTY AND CONSULTANT HAVE CAREFULLY READ AND REVIEWED THIS AMENDMENT AND EACH TERM AND PROVISION CONTAINED HEREIN AND, BY EXECUTION OF THIS AMENDMENT, SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO.

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

CONSULTANT: **KATHY BURWELL, OTR/L**

COUNTY: **COUNTY OF SONOMA**

By: _____

By: _____
Christina Cramer, Director of Human Resources

Name: _____

Date: _____

Title: _____

Date: _____

APPROVED AS TO FORM FOR COUNTY:

County Counsel signature exempt per Policy of exemption of County Counsel Review.

CERTIFICATES OF INSURANCE ON FILE WITH AND APPROVED AS TO SUBSTANCE FOR COUNTY:

By: _____
Christina Cramer, Director of Human Resources

Date: _____

**SECOND AMENDMENT TO
AGREEMENT FOR CONSULTING/PROFESSIONAL SERVICES**

This Second Amendment (the "Amendment"), made this December 5, 2017, is by and between the County of Sonoma, a political subdivision of the State of California ("County"), and **California Industrial Hygiene Services, Inc.**, a California Corporation ("Consultant"). All capitalized terms used herein shall, unless otherwise defined, have the meaning ascribed to those terms in the existing agreement.

RECITALS

WHEREAS, Consultant represents that it is duly qualified and experienced in occupational safety and industrial hygiene consulting services; and

WHEREAS, in the judgment of the Director of Human Resources, it is necessary and desirable to employ the services of Consultant for occupational safety and industrial hygiene consulting services; and

WHEREAS, County amended the Agreement extending the term for an additional two years until December 31, 2017 and increasing the maximum allowed payments to Consultant from \$120,000.00 to \$245,000.00; and

WHEREAS, County has been satisfied with the services of Consultant and desires to amend the Agreement to extend the term of the Agreement for an additional one year period from **January 1, 2018 to December 31, 2018** and increase the maximum allowed payments to Consultant from **\$245,000.00 to \$320,000.00**.

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

AGREEMENT

1. Section 2. Payment is amended to reflect that total payments to Consultant from December 1, 2012 to December 31, 2018 are not to exceed **\$320,000.00** without prior written approval of County.

2. Section 3. Term of Agreement of the Agreement is amended to reflect that the termination date of the Agreement shall be **December 31, 2018**, unless terminated earlier in accordance with the terms of the Agreement.

3. Section 9.7 Statutory Compliance/Living Wage Ordinance. Consultant agrees to comply, and to ensure compliance by its subconsultants or subcontractors, with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the County of Sonoma Living Wage Ordinance, 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. Without limiting the generality of the foregoing, Consultant expressly acknowledges and agrees that this Agreement may be subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

4. 13.7 Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of

the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. Each Party acknowledges that, in entering into this Agreement, it has not relied on any representation or undertaking, whether oral or in writing, other than those which are expressly set forth in this Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

5. Except to the extent the Agreement is specifically amended or supplemented hereby, the Agreement and previous amendments, together with exhibits are, and shall continue to be, in full force and effect as originally executed, and nothing contained herein shall, or shall be construed to modify, invalidate or otherwise affect any provision of the Agreement, as amended, or any right of County arising thereunder.

6. This Amendment shall be governed by and construed under the internal laws of the State of California, and any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the County of Sonoma.

COUNTY AND CONSULTANT HAVE CAREFULLY READ AND REVIEWED THIS AMENDMENT AND EACH TERM AND PROVISION CONTAINED HEREIN AND, BY EXECUTION OF THIS AMENDMENT, SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO.

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

CONSULTANT: CALIFORNIA INDUSTRIAL HYGIENE SERVICES, INC.

COUNTY: COUNTY OF SONOMA

By: _____

By: _____
Christina Cramer, Director of Human Resources

Name: _____

Date: _____

Title: _____

APPROVED AS TO FORM FOR COUNTY:

Date: _____

By: _____
County Counsel

Date: _____

CERTIFICATES OF INSURANCE ON FILE WITH AND APPROVED AS TO SUBSTANCE FOR COUNTY:

By: _____
Christina Cramer, Director of Human Resources

Date: _____

**SECOND AMENDMENT TO
AGREEMENT FOR CONSULTING/PROFESSIONAL SERVICES**

This Second Amendment (the "Amendment"), made this December 12, 2017, is by and between the County of Sonoma, a political subdivision of the State of California ("County"), and **The Cohen Group**, a California Corporation ("Consultant"). All capitalized terms used herein shall, unless otherwise defined, have the meaning ascribed to those terms in the existing agreement.

RECITALS

WHEREAS, Consultant represents that it is duly qualified and experienced in industrial hygiene consulting services; and

WHEREAS, in the judgment of the Director of Human Resources, it is necessary and desirable to employ the services of Consultant for industrial hygiene consulting services; and

WHEREAS, County amended the Agreement extending the term for an additional two years until December 31, 2017 and decreasing the maximum allowed payments to Consultant from \$75,000.00 to \$50,000.00; and

WHEREAS, County has been satisfied with the services of Consultant and desires to amend the Agreement to extend the term of the Agreement for an additional one year period from **January 1, 2018 to December 31, 2018**.

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

AGREEMENT

1. Section 3. Term of Agreement of the Agreement is amended to reflect that the termination date of the Agreement shall be **December 31, 2018**, unless terminated earlier in accordance with the terms of the Agreement.

2. Section 9.7 Statutory Compliance/Living Wage Ordinance. Consultant agrees to comply, and to ensure compliance by its subconsultants or subcontractors, with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the County of Sonoma Living Wage Ordinance, 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. Without limiting the generality of the foregoing, Consultant expressly acknowledges and agrees that this Agreement is/may be subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

3. 13.7 Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. Each Party acknowledges that, in entering into this Agreement, it has not relied on any representation or undertaking, whether oral or in writing, other than those which are expressly set forth in this Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

4. Except to the extent the Agreement is specifically amended or supplemented hereby, the Agreement and previous amendments, together with exhibits are, and shall continue to be, in full force and effect as originally executed, and nothing contained herein shall, or shall be construed to modify, invalidate or otherwise affect any provision of the Agreement, as amended, or any right of County arising thereunder.

5. This Amendment shall be governed by and construed under the internal laws of the State of California, and any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the County of Sonoma.

COUNTY AND CONSULTANT HAVE CAREFULLY READ AND REVIEWED THIS AMENDMENT AND EACH TERM AND PROVISION CONTAINED HEREIN AND, BY EXECUTION OF THIS AMENDMENT, SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO.

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

CONSULTANT: **THE COHEN GROUP**

COUNTY: **COUNTY OF SONOMA**

By: _____

By: _____

Christina Cramer, Director of Human Resources

Name: _____

Date: _____

Title: _____

Date: _____

APPROVED AS TO FORM FOR COUNTY:

County Counsel signature exempt per Policy of exemption of County Counsel Review.

CERTIFICATES OF INSURANCE ON FILE WITH AND APPROVED AS TO SUBSTANCE FOR COUNTY:

By: _____

Christina Cramer, Director of Human Resources

Date: _____

**THIRD AMENDMENT TO
AGREEMENT FOR CONSULTING/PROFESSIONAL SERVICES**

This Third Amendment (the "Amendment"), made this December 5, 2017, is by and between the County of Sonoma, a political subdivision of the State of California ("County"), and **Ergocation, LLC**, a California Corporation ("Consultant"). All capitalized terms used herein shall, unless otherwise defined, have the meaning ascribed to those terms in the existing agreement.

RECITALS

WHEREAS, Consultant represents that it is duly qualified and experienced in ergonomic evaluations, training, and consulting services; and

WHEREAS, in the judgment of the Director of Human Resources, it is necessary and desirable to employ the services of Consultant for ergonomic evaluations, training, and consulting services; and

WHEREAS, a First Amendment to the Agreement effective October 28, 2014 was executed increasing the contract maximum from \$90,000 to \$115,000; and

WHEREAS, County amended the Agreement extending the term for an additional two years until December 31, 2017 and increasing the maximum allowed payments to Consultant from \$115,000.00 to \$155,000.00; and

WHEREAS, County has been satisfied with the services of Consultant and desires to amend the Agreement to extend the term of the Agreement for an additional one year period from **January 1, 2018 to December 31, 2018** and increase the maximum allowed payments to Consultant from **\$155,000.00 to \$200,000.00**.

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

AGREEMENT

1. Section 2. Payment is amended to reflect that total payments to Consultant from December 1, 2012 to December 31, 2018 are not to exceed **\$200,000.00** without prior written approval of County.

2. Section 3. Term of Agreement of the Agreement is amended to reflect that the termination date of the Agreement shall be **December 31, 2018**, unless terminated earlier in accordance with the terms of the Agreement.

3. Section 9.7 Statutory Compliance/Living Wage Ordinance. Consultant agrees to comply, and to ensure compliance by its subconsultants or subcontractors, with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the County of Sonoma Living Wage Ordinance, 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. Without limiting the generality of the foregoing, Consultant expressly acknowledges and agrees that this Agreement may be subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

4. 13.7 Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. Each Party acknowledges that, in entering into this Agreement, it has not relied on any representation or undertaking, whether oral or in writing, other than those which are expressly set forth in this Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

5. Except to the extent the Agreement is specifically amended or supplemented hereby, the Agreement and previous amendments, together with exhibits are, and shall continue to be, in full force and effect as originally executed, and nothing contained herein shall, or shall be construed to modify, invalidate or otherwise affect any provision of the Agreement, as amended, or any right of County arising thereunder.

6. This Amendment shall be governed by and construed under the internal laws of the State of California, and any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the County of Sonoma.

COUNTY AND CONSULTANT HAVE CAREFULLY READ AND REVIEWED THIS AMENDMENT AND EACH TERM AND PROVISION CONTAINED HEREIN AND, BY EXECUTION OF THIS AMENDMENT, SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO.

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

CONSULTANT: **ERGOCATION, LLC**

COUNTY: **COUNTY OF SONOMA**

By: _____

By: _____

Christina Cramer, Director of Human Resources

Name: _____

Date: _____

Title: _____

APPROVED AS TO FORM FOR COUNTY:

Date: _____

By: _____

County Counsel

Date: _____

CERTIFICATES OF INSURANCE ON FILE WITH AND APPROVED AS TO SUBSTANCE FOR COUNTY:

By: _____

Christina Cramer, Director of Human Resources

Date: _____

**THIRD AMENDMENT TO
AGREEMENT FOR CONSULTING/PROFESSIONAL SERVICES**

This Third Amendment (the "Amendment"), made this December 12, 2017, is by and between the County of Sonoma, a political subdivision of the State of California ("County"), and **Harris & Lee Environmental Sciences, LLC**, a California Corporation ("Consultant"). All capitalized terms used herein shall, unless otherwise defined, have the meaning ascribed to those terms in the existing agreement.

RECITALS

WHEREAS, Consultant represents that it is duly qualified and experienced in occupational safety, environmental, and industrial hygiene consulting services; and

WHEREAS, in the judgment of the Director of Human Resources, it is necessary and desirable to employ the services of Consultant for occupational safety, environmental, and industrial hygiene consulting services; and

WHEREAS, a First Amendment to the Agreement effective October 28, 2014 was executed increasing the contract maximum from \$75,000 to \$115,000; and

WHEREAS, County amended the Agreement extending the term for an additional two years until December 31, 2017 and increasing the maximum allowed payments to Consultant from \$115,000.00 to \$365,000.00; and

WHEREAS, County has been satisfied with the services of Consultant and desires to amend the Agreement to extend the term of the Agreement for an additional one year period from **January 1, 2018 to December 31, 2018**.

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

AGREEMENT

1. Section 3. Term of Agreement of the Agreement is amended to reflect that the termination date of the Agreement shall be **December 31, 2018**, unless terminated earlier in accordance with the terms of the Agreement.

2. Section 9.7 Statutory Compliance/Living Wage Ordinance. Consultant agrees to comply, and to ensure compliance by its subconsultants or subcontractors, with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the County of Sonoma Living Wage Ordinance, 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. Without limiting the generality of the foregoing, Consultant expressly acknowledges and agrees that this Agreement is/may be subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

3. 13.7 Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. Each Party acknowledges that, in entering into this Agreement, it has not relied on any representation or undertaking, whether oral or in writing, other

than those which are expressly set forth in this Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

4. Except to the extent the Agreement is specifically amended or supplemented hereby, the Agreement and previous amendments, together with exhibits are, and shall continue to be, in full force and effect as originally executed, and nothing contained herein shall, or shall be construed to modify, invalidate or otherwise affect any provision of the Agreement, as amended, or any right of County arising thereunder.

5. This Amendment shall be governed by and construed under the internal laws of the State of California, and any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the County of Sonoma.

COUNTY AND CONSULTANT HAVE CAREFULLY READ AND REVIEWED THIS AMENDMENT AND EACH TERM AND PROVISION CONTAINED HEREIN AND, BY EXECUTION OF THIS AMENDMENT, SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO.

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

CONSULTANT: **HARRIS & LEE ENVIRONMENTAL SCIENCES, LLC**

COUNTY: **COUNTY OF SONOMA**

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Christina Cramer, Director of Human Resources
Date: _____

APPROVED AS TO FORM FOR COUNTY:

By: _____
County Counsel
Date: _____

CERTIFICATES OF INSURANCE ON FILE WITH AND APPROVED AS TO SUBSTANCE FOR COUNTY:

By: _____
Christina Cramer, Director of Human Resources
Date: _____

**SECOND AMENDMENT TO
AGREEMENT FOR CONSULTING/PROFESSIONAL SERVICES**

This Second Amendment (the "Amendment"), made this December 12, 2017, is by and between the County of Sonoma, a political subdivision of the State of California ("County"), and **SCS Engineers**, a Virginia Corporation ("Consultant"). All capitalized terms used herein shall, unless otherwise defined, have the meaning ascribed to those terms in the existing agreement.

RECITALS

WHEREAS, Consultant represents that it is duly qualified and experienced in environmental consulting services; and

WHEREAS, in the judgment of the Director of Human Resources, it is necessary and desirable to employ the services of Consultant for environmental consulting services; and

WHEREAS, County amended the Agreement extending the term for an additional two years until December 31, 2017; and

WHEREAS, County has been satisfied with the services of Consultant and desires to amend the Agreement to extend the term of the Agreement for an additional one year period from **January 1, 2018 to December 31, 2018**.

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

AGREEMENT

1. Section 3. Term of Agreement of the Agreement is amended to reflect that the termination date of the Agreement shall be **December 31, 2018**, unless terminated earlier in accordance with the terms of the Agreement.

2. Section 9.7 Statutory Compliance/Living Wage Ordinance. Consultant agrees to comply, and to ensure compliance by its subconsultants or subcontractors, with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the County of Sonoma Living Wage Ordinance, 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. Without limiting the generality of the foregoing, Consultant expressly acknowledges and agrees that this Agreement is/may be subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

3. 13.7 Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. Each Party acknowledges that, in entering into this Agreement, it has not relied on any representation or undertaking, whether oral or in writing, other than those which are expressly set forth in this Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

4. Except to the extent the Agreement is specifically amended or supplemented hereby, the Agreement and previous amendments, together with exhibits are, and shall continue to be, in full force and effect as originally executed, and nothing contained herein shall, or shall be construed to modify, invalidate or otherwise affect any provision of the Agreement, as amended, or any right of County arising thereunder.

5. This Amendment shall be governed by and construed under the internal laws of the State of California, and any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the County of Sonoma.

COUNTY AND CONSULTANT HAVE CAREFULLY READ AND REVIEWED THIS AMENDMENT AND EACH TERM AND PROVISION CONTAINED HEREIN AND, BY EXECUTION OF THIS AMENDMENT, SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO.

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

CONSULTANT: SCS ENGINEERS

COUNTY: COUNTY OF SONOMA

By: _____

By: _____

Christina Cramer, Director of Human Resources

Name: _____

Date: _____

Title: _____

Date: _____

APPROVED AS TO FORM FOR COUNTY:

County Counsel signature exempt per Policy of exemption of County Counsel Review.

CERTIFICATES OF INSURANCE ON FILE WITH AND APPROVED AS TO SUBSTANCE FOR COUNTY:

By: _____

Christina Cramer, Director of Human Resources

Date: _____



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors of the County of Sonoma
Board of Directors of the Sonoma County Water Agency
Board of Directors of the Sonoma County Agricultural Preservation and Open Space District
Board of Commissioners of the Community Development Commission

Board Agenda Date: December 12, 2017

Vote Requirement: Majority

Department or Agency Name(s): Human Resources

Staff Name and Phone Number:

Ric Giardina (707) 565-3145

Supervisorial District(s):

All

Title: Amendments to Organizational Development Consultant Agreements

Recommended Actions:

Authorize the Director of Human Resources to execute amendments to agreements with Delia and Associates, The HR Matrix, LLC, Leap Solutions Group, LLC, and The Personnel Perspective, extending the term of each agreement an additional six months, from January 1, 2018 through June 30, 2018, and increasing the contract maximum from \$100,000 to \$150,000 for The HR Matrix, LLC.

Executive Summary:

The requested Board action authorizes the Human Resources Director to execute amendments to current agreements for organizational development (OD) services with four consultant firms. These consultant firms were selected through a Request for Qualifications (RFQ) process conducted in September, 2013 and your Board previously authorized initial two year agreements, which were extended for an additional year, which expire on December 31, 2017. HR issued an RFP on October 3, 2017 for both OD and Training Provider services; however the fire emergency required that the RFP be postponed. HR will re-issue the RFP in early 2018. The RFP and contracting process will be complete within six months. Extending the term of each agreement an additional six months will provide continuity of current projects and services, and will provide sufficient time to conduct the updated Request for Proposal process. It is also requested to increase the contract maximum for The HR Matrix, LLC from \$100,000 to \$150,000 to provide continued to support the County's executive leadership program, SoCo Higher, and specific requests from departments for their services. The requested increase for The HR Matrix agreement results from the fact that more departments are using their services on request.

Discussion:

The Human Resources Workforce Development Unit is responsible to provide consultation and support services to County departments and agencies and maintains master agreements with various consultants

to provide specialized organizational development and training resources. Services provided by these consultants include coaching/mentoring services to supervisors and managers in areas such as interpersonal and other communication skills, leadership, emotional intelligence, and fostering employee engagement. Other services include employee development training, conflict resolution, team building activities, and group facilitation.

The Human Resources Department plays an important role in supporting emergency and disaster response. The Sonoma Complex Fires caused a significant impact to the priorities of the Department and the RFP that was planned had to be postponed. In order to complete current projects in process and to be available for new assignments, Human Resources recommends extending the term of the current consultant agreements for an additional six months to provide sufficient time for staff to conduct a Request for Qualifications/Proposal process to establish new consultant agreements to be effective July 1, 2018. The proposed amendments extend the term of each agreement for six months through June 30, 2018, and amends other required contract language updates. In addition to extending the term, it is also recommended to increase the contract maximum in the agreement with The HR Matrix, from \$100,000 to \$150,000, to support their work on the County's executive leadership program, SoCo Higher, and due to specific requests from departments for their services. Current fees for all consultants range from \$72 to \$250 per hour depending upon the type of work involved, the level of expertise and experience of the individual provider, and the area of specialty. The current maximum amount for each agreement is as follows: Delia and Associates (\$50,000); The HR Matrix, LLC (\$100,000); Leap Solutions Group, LLC (\$50,000); and The Personnel Perspective (\$100,000).

All services are approved by Human Resources. That process requires a written request for use of OD services by the department, review by two levels of Human Resources management with final approval by a Deputy Director of Human Resources. Fees are paid by the department utilizing OD services within existing budgeted authority. Human Resources tracks all County-wide expenditures under the agreement to ensure the Board approved maximum on each agreement is not exceeded. All agreements are fee-for-services with no minimum or maximum amount of work guaranteed and allow the County to terminate at any time.

Prior Board Actions:

- 01-07-2014: Authorized HR Director to execute three year agreements with 6 firms
- 08-05-2008: Authorized HR Director to execute Master Agreements with Selected Consultants
- 01-09-2007: Requested Board Support of Policy for Human Resources to Provide Master Agreements for Organization Development consultants

Strategic Plan Alignment Goal 3: Invest in the Future

The County's employees are its most important resource. Addressing organizational issues and investing in their professional development are imperative to developing a highly functioning, effective, and efficient workforce. This is an upstream investment in the County's future that pays dividends on a number of vital fronts: reduced turnover; better emotional, mental, and physical health of employees resulting in better productivity; and higher overall morale which contributes to the development of a more welcoming workplace which makes recruitment easier when it is needed.

Fiscal Summary			
Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses		TBD	TBD
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			
Narrative Explanation of Fiscal Impacts:			
The agreements are all fee for service agreements. The recommended actions do not impact any particular department's budget. Departments using these services and agreements determine their ability to pay for these services based on existing budgets.			
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:			
Sample Amendment to Agreements.			
Related Items "On File" with the Clerk of the Board:			

**THIRD AMENDMENT TO AGREEMENT
FOR COUNTY OF SONOMA ORGANIZATIONAL/EMPLOYEE
DEVELOPMENT CONSULTING SERVICES – RFQ 2013**

This Third Amendment (the "Amendment"), made this November 21, 2017, is by and between the County of Sonoma, a political subdivision of the State of California ("County"), and **The Personnel Perspective** ("Consultant"). All capitalized terms used herein shall, unless otherwise defined, have the meaning ascribed to those terms in the existing agreement.

RECITALS

WHEREAS, Consultant represents that it is a duly qualified Employee Development Consultant, experienced in the delivery of organizational development services as well as other related services; and

WHEREAS, in the judgment of the County of Sonoma Director of Human Resources, it is necessary and desirable to employ the services of Consultant for organizational development services; and

WHEREAS, County previously amended the Agreement to increase the annual payments of the Agreement from a **maximum of \$50,000 per calendar year** to a **maximum of \$120,000 per calendar year**; and

WHEREAS, County previously amended the Agreement to extend the term of the Agreement for an additional one year period from **January 1, 2017 to December 31, 2017**; and reduced the contract maximum to **\$100,000.00** for the contract year January 1, 2017 to December 31, 2017.

WHEREAS, County has been satisfied with the services of Consultant and desires to amend the Agreement to extend the term of the Agreement for an additional six month period from January 1, 2018 to June 30, 2018 and set the contract maximum at **\$50,000.00** for the contract period January 1, 2017 to June 30, 2018.

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

AGREEMENT

1. Section 2. Payment is amended to reflect that the total payments to Consultant shall not exceed **\$50,000.00** for the contract period January 1, 2017 to June 30, 2018.
2. Section 3. Term of Agreement of the Agreement is amended to reflect that the termination date of the Agreement shall be **June 30, 2018**, unless terminated earlier in accordance with the terms of the Agreement.
3. Except to the extent the Agreement is specifically amended or supplemented hereby, the Agreement and previous amendments, together with exhibits are, and shall continue to be, in full force and effect as originally executed, and nothing contained herein shall, or shall be construed to modify, invalidate or otherwise affect any provision of the Agreement, as amended, or any right of County arising thereunder.

DRAFT

4. This Amendment shall be governed by and construed under the internal laws of the State of California, and any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the County of Sonoma.

DRAFT

COUNTY AND CONSULTANT HAVE CAREFULLY READ AND REVIEWED THIS AMENDMENT AND EACH TERM AND PROVISION CONTAINED HEREIN AND, BY EXECUTION OF THIS AMENDMENT, SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment the day and year first above written.

DATED: _____

THE PERSONNEL PERSPECTIVE

By: _____

Name: _____

Title: _____

DATED: _____

COUNTY OF SONOMA

By: _____

Christina Cramer
Director of Human Resources

APPROVED AS TO FORM FOR COUNTY:

County Counsel signature exempt per Policy
of Exemption of County Counsel Review.

**CERTIFICATES OF INSURANCE ON
FILE WITH AND APPROVED AS TO
SUBSTANCE BY DEPARTMENT:**

DATED: _____

By: _____

Christina Cramer
Director of Human Resources



County of Sonoma Agenda Item Summary Report

Agenda Item Number: 19

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

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

To: Board of Directors Sonoma County IHSS Public Authority

Board Agenda Date: December 12, 2017

Vote Requirement: 4/5

Department or Agency Name(s): In-Home Support Services – Public Authority /Human Services Department

Staff Name and Phone Number:

Karen Fies 565-6990
Carl Vanden Heuvel 565-5869
Michael Humphrey 565-5701

Supervisory District(s):

All

Title: FY2017-2018 IHSS Public Authority Manager Salary Adjustment

Recommended Actions:

Adopt a Resolution to appropriate funds for the In Home Support Services (IHSS) Public Authority Manager Salary Adjustment

Executive Summary:

Budget adjustment to cover additional expense of adjustment of Public Authority Manager salary.

Discussion:

On September 19, 2017, the Board of Supervisors, acting as the Board of Directors of the IHSS Public Authority, authorized an adjustment to the salary of the Public Authority manager, Michael Humphrey, effective September 12, 2017. The Human Services Department requests approval of a budget adjustment in order to cover the additional expense of \$10,872 not contained in the FY-17-18 budget.

Prior Board Actions:

09/19/17 – Approved authorization to move salary for Michael Humphrey to the “I” Step
03/07 /17 - Approved renewal employment contract and step increase with Michael Humphrey
02/25/14 - Approved renewal employment contract with Michael Humphrey
03/01/11- Approved renewal employment contract with Michael Humphrey

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

This program provides services to seniors and persons with disabilities that assist with maintaining health, independence, and ability to remain at home.

Fiscal Summary			
Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses			
Additional Appropriation Requested	10,872	11,198	11,534
Total Expenditures	10,872	11,198	11,534
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance	10,872	11,198	11,534
Contingencies			
Total Sources	10,872	11,198	11,534
Narrative Explanation of Fiscal Impacts:			
<p>The requested budget adjustment is needed to increase FY 2017-18 appropriations to cover the additional salary and benefits cost associated with the IHSS-PA Manager raise of \$10,872 this fiscal year. The salary increase will result in an approximate ongoing annual cost impact in FY18-19 and FY19-20 of \$11,198 and \$11,534, respectively.</p>			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
N/A			
Attachments:			
<ol style="list-style-type: none"> Budget Resolution Personal Service Agreement Signed 03/07/2017 			
Related Items "On File" with the Clerk of the Board:			
None			



County of Sonoma
State of California

Date: December 12, 2017

Item Number: _____

Resolution Number: _____



4/5 Vote Required

Resolution Of The IHSS Public Authority Board Of Directors Of The County Of Sonoma, State Of California, authorizing budgetary adjustments to the FY 17-18 budget in the amount of \$10,872 for the IHSS Public Authority to reflect an authorized pay raise for the In-Home Support Services Public Authority Manager, effective December 12, 2017.

Whereas, the Board has adopted the Fiscal Year 2017-18 Budget for all Governmental Entities within its jurisdiction, in accordance with Section 29088 of the Government Code of the State of California, and

Whereas, the Government Code allows for adjustments to the Adopted Budget during the 2017-18 Fiscal Year.

Now, Therefore, Be It Resolved that the County Auditor-Controller is hereby authorized and directed to adjust the Fiscal Year 2017-18 Adopted Budget for the attached increases/decreases listed in the IHSS Public Authority.

Supervisors:

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

Resolution Exhibit A –FY 2017-18 1ST Quarter IHSS Budget Adjustments

Description	Gross Expenditures	Revenue & Reimbursement Change	Net Cost Change
In-Home Support Services (IHSS). - Other Funds			
Per the Board's approval to raise the Public Authority Manager's salary to the "I" step on 09/19/2017, the budget for FY2017-2018 will need to reflect the additional cost of \$10,872. The amount will be covered by funds held in reserve (13395 – In-House Support Services Fund).	10,872	0	10,872
GRAND TOTAL ADJUSTMENTS	10,872	0	10,872

AGREEMENT FOR PERSONAL SERVICES
Sonoma County In-Home Supportive Services (IHSS) Public Authority Manager

This Agreement is made this 7th day of March 2017, by and between the Sonoma County In-Home Supportive Services (IHSS) Public Authority, a public agency of the State of California ("PUBLIC AUTHORITY") and Michael Humphrey ("EMPLOYEE").

WITNESSETH:

WHEREAS, the PUBLIC AUTHORITY and Michael Humphrey are desirous of entering into an agreement for personal services, as set forth below; and

WHEREAS, EMPLOYEE acknowledges that by accepting the position of Public Authority Manager, he became an at-will employee; and

WHEREAS, the parties desire to continue the employment relationship and execute another contract.

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

1. Employment. The PUBLIC AUTHORITY employs EMPLOYEE in the position of Public Authority Manager for a period of 3 years commencing on March 14, 2017, and ending on March 13, 2020, subject, however, to termination as provided below.

2. Tenure. EMPLOYEE shall serve at the will and pleasure of the PUBLIC AUTHORITY's Board of Directors and expressly waives and disclaims any right to any pre-termination or post-termination notice and hearing.

3. Duties. EMPLOYEE shall perform the duties of Public Authority Manager as set forth in the job specification, attached as Exhibit A, as it now provides or may be amended, and such other duties as may be prescribed by the Public Authority.

4. Compensation.

(a) EMPLOYEE's salary shall be at the "C" step of the salary range for IHSS Public Authority Manager as established in the Sonoma County Salary Resolution 95-0926, as amended.

(b) Except as otherwise provided, EMPLOYEE shall be entitled to the same fringe benefits generally available to COUNTY administrative management, including the County Retirement Plan and retirement health benefits.

1. As part of paragraph 12.4 of the Salary Resolution, EMPLOYEE may be reimbursed for the cost of supplemental insurance for chiropractic and acupuncture services or direct payment for chiropractic and acupuncture services.
2. EMPLOYEE will receive a car allowance of \$150 per bi-weekly pay period. EMPLOYEE may, in addition, receive mileage reimbursement as specified in the Sonoma County

Salary Resolution for mileage driven outside the boundaries of Sonoma County. Travel expenses to destinations served by common air carrier from San Francisco or Oakland International Airports shall be compensated at the lesser of the mileage reimbursement rate or the least expensive airfare to the destination. EMPLOYEE shall file necessary documents in accordance with instructions from the COUNTY Auditor-Controller. EMPLOYEE shall not use COUNTY vehicles on official COUNTY business except as required in extraordinary circumstances.

3. The cost of reasonable accommodations for work related travel, not to exceed \$6,000 per year, will be reimbursed as follows:
 - \$14.00 per hour for an attendant to provide transportation associated with PUBLIC AUTHORITY business.
 - \$14.00 per hour for an attendant to accompany EMPLOYEE to meetings requiring overnight stay.
 - The actual cost of hotel room and meals for the attendant will also be reimbursed in accordance with COUNTY travel policy.
4. The actual cost of hotel room and meals for EMPLOYEE will be reimbursed in accordance with COUNTY travel policy.

(c) EMPLOYEE shall accrue vacation and sick leave at the rate applicable to time in service as set forth in the Sonoma County Salary Resolution.

5. Expiration and Non-Renewal. EMPLOYEE acknowledges, understands and warrants that EMPLOYEE shall have no further right or claim to employment after the expiration of the term of this Agreement, and that no other document, handbook, policy, resolution or oral or written representation, of any nature whatsoever, shall be effective or construed to be effective to extend the term or otherwise grant EMPLOYEE any right or claim to continued employment with the PUBLIC AUTHORITY. This warranty has been relied upon by the PUBLIC AUTHORITY as a material inducement to enter into this Agreement and, in the absence thereof, the PUBLIC AUTHORITY would not have entered into this Agreement. The PUBLIC AUTHORITY agrees to give EMPLOYEE written notice of non-renewal at least sixty (60) days in advance of expiration of the term of this Agreement. Failure to give notice or timely notice shall not cause a renewal of this Agreement.

6. Termination. EMPLOYEE shall serve at the will and pleasure of the PUBLIC AUTHORITY Board of Supervisors and may be terminated at the will of the Board with or without cause as set forth herein. EMPLOYEE expressly waives and disclaims any right to any pre-termination or post termination notice and hearing.

(a) Termination without cause: Termination of EMPLOYEE's employment without cause may be effected by the PUBLIC AUTHORITY giving sixty (60) days' prior written notice to EMPLOYEE. Upon such termination, EMPLOYEE

shall be entitled to additional salary, and any other compensation allowed under the County of Sonoma Salary Resolution, equal to that which would accrue during sixty (60) calendar days following termination and to be computed by the Auditor-Controller at the rate applicable on the day of termination plus the cash equivalent of all accumulated vacation as of the day of termination. In addition to the foregoing, EMPLOYEE shall also be entitled to be compensated for any floating holiday balance or any other compensation or benefits as allowed by the Sonoma County Salary Resolution, as it may be amended from time to time. EMPLOYEE's health benefits and the PUBLIC AUTHORITY's portion of the premium contribution shall continue to remain in effect for a period of ninety (90) calendar days from date of termination. EMPLOYEE's acceptance of said severance pay shall constitute a full and final settlement and full satisfaction of any or all claims of EMPLOYEE that have been brought or could be brought against the PUBLIC AUTHORITY arising out of or related to his employment.

(b) Termination with cause: PUBLIC AUTHORITY may terminate EMPLOYEE's employment for just cause at any time by giving notice of employment discrepancies and an opportunity to respond to such discrepancies prior to termination. Notice is accomplished by PUBLIC AUTHORITY depositing a written notice in the United States mail that is addressed to EMPLOYEE at EMPLOYEE's last known address or by personal service. After termination for just cause has been affected, EMPLOYEE shall have no further rights under this Agreement or to continued employment with the PUBLIC AUTHORITY. Just cause may include, but is not limited to, unauthorized absence, conviction of a felony or of any criminal act involving moral turpitude; conduct which brings discredit to the County; disorderly conduct; incapacity due to mental or physical disability to the extent permitted by law; willful concealment or misrepresentation of material facts in applying for or securing employment; willful disregard of a lawful order from a duly constituted authority; willful disregard of a departmental policy and/or laws regarding the confidentiality of records; using, being in possession of, or being under the influence of alcohol, narcotics, intoxicants, drugs, or hallucinatory agents while on County property or in vehicles during working hours or reporting to work under such conditions, or abuse of alcohol or drugs while in County uniform (possession and proper use of drugs prescribed by a licensed physician and appropriate possession of unopened alcoholic beverages are not prohibited by this section); negligence or willful damage to public property or waste or theft of public supplies or equipment; refusal to comply with a proper directive to undergo a medical examination as issued by an appointing authority; falsification of any records, such as medical forms, time cards or employment applications, or making material dishonest work-related statement to other employees at work or committing perjury; unauthorized use of County vehicles and equipment; conviction of driving under the influence, reckless driving, or hit-and-run driving whether on or off the job, in a County vehicle; unauthorized possession of weapons or explosives on County premises; willful carelessness or violation of safety rules and regulations which jeopardize the safety of others and/or which could result in bodily injury to others or damage to County property; and sexual harassment of or unlawful discrimination against another employee or applicant for employment. Any other just cause not set forth above, must be of similar egregious conduct.

(c) Statement of Reasons for Termination. The PUBLIC AUTHORITY and EMPLOYEE will, within a reasonable period of time, not to exceed 10 working days, attempt to agree on a mutually acceptable statement as to the reasons

for termination. If the parties cannot mutually agree to an acceptable statement of the reasons for termination within the time period set forth above, the PUBLIC AUTHORITY Board of Directors may, in its sole discretion, publish its reasons for termination. In such event, publication shall consist of filing the reasons with the Clerk of the Board at a regular or special meeting following the disclosure required by Section 54957.1 of the Government Code. A copy of the statement shall be made for EMPLOYEE and kept for her in the office of the Board's Clerk. Within ninety (90) days following the announcement of termination, EMPLOYEE may present a written response to the Board which will be maintained as a public record. The parties agree that other than as provided above, they will not make any other public statement concerning EMPLOYEE's termination.

(d) Administrative Leave. Upon receiving a specific complaint or charge brought against EMPLOYEE by another person or employee, the Chair of the PUBLIC AUTHORITY Board of Directors may place EMPLOYEE on administrative leave when, in the sole opinion of the Chair, EMPLOYEE's temporary removal from their position would be in the best interests of PUBLIC AUTHORITY. The Chair's decision to place EMPLOYEE on administrative leave is subject to ratification by the Board of Directors at its next, legally permissible, noticed Board closed session meeting. The Chair's decision remains subject to review, at any time, by the Board of Directors. The administrative leave will commence on the Chair's delivery to EMPLOYEE's office of a written notice to that effect. The Chair shall also deliver a copy of the notice to the employee, determined by the Chair, to be next in authority as Director of Health Services. Upon the delivery of the notice to EMPLOYEE's office, performance of EMPLOYEE's job duties under this Agreement are suspended but all other provisions of this Agreement shall remain in full force and effect. Thereafter, EMPLOYEE's job duties shall be performed by the employee next in authority until further written notice by the Chair. PUBLIC AUTHORITY and EMPLOYEE agree that PUBLIC AUTHORITY will incur damages, if, during the period of administrative leave, EMPLOYEE performs or attempts to perform any of the duties provided in Section 2 of the Agreement for Personal Services, or in any other way interferes with the administration or operation of the Department of Health Services. PUBLIC AUTHORITY and EMPLOYEE agree that the measurement of these damages would be difficult and speculative and accordingly further agree that if EMPLOYEE performs or attempts to perform any of the duties provided in the attached job specification, or in any other way interferes with the administration or operation of the Department that PUBLIC AUTHORITY's duties to compensate EMPLOYEE under the Agreement are discharged for each day during which EMPLOYEE engages in such non-cooperation and/or interference. The administrative leave and the suspension of job duties shall terminate on the Chair's delivery to EMPLOYEE's office of a written notice to that effect.

7. Discrimination: PUBLIC AUTHORITY shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this agreement are incorporated by this reference.

8. Nonassignability. EMPLOYEE shall not during the term of this Agreement make any assignment or delegation of any of its provisions without the prior written consent of Public Authority's Board of Directors.

9. Compliance with Law. EMPLOYEE shall, during his employment, comply with all laws and regulations applicable to such employment. Any act or omission of EMPLOYEE constituting a public offense involving moral turpitude or a withholding of labor is a material breach of this Agreement relieving the PUBLIC AUTHORITY of any and all obligations in the Agreement. Such act or omission shall constitute sufficient grounds for EMPLOYEE's termination with cause pursuant to Exhibit B, Section 3 of this Agreement.

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

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

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

ATTEST:



Clerk of the Board

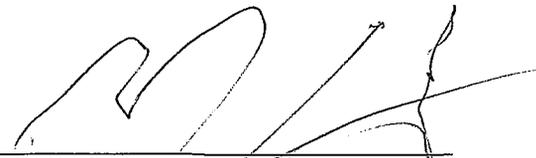


Chairman, Board of Directors
IHSS Public Authority

EMPLOYEE:



Jeff Berk
Deputy County Counsel



Michael Humphrey, Manager
IHSS Public Authority

EXHIBIT A

Sonoma County In-Home Supportive Services (IHSS) Public Authority Manager Job Description

DEFINITION:

Under general direction of the IHSS Public Authority Governing Body (the "Directors"), or their designee; plans, coordinates, directs, and reviews the activities, programs, budgets, functions, and performance of the IHSS Public Authority; is responsible for management and administration of the IHSS Public Authority Interagency Agreement with the County, including developing, interpreting, implementing, managing, and evaluating contracts; liaison to the IHSS Program; provides staff support to the IHSS Advisory Committee; represents the IHSS Public Authority at the local and state level regarding public authority-related issues; is responsible for compliance with all relevant County, State and Federal laws and regulations; and performs related duties, as required.

Distinguishing Characteristics:

The incumbent of this single position class manages program development, planning, and performance, including participation in labor negotiations and contract monitoring for the IHSS Public Authority. The incumbent uses considerable independent judgment and discretion in staff supervision; delegated administration and management; and prioritization and coordination of County and State mandates, goals, and objectives. Work is performed with a maximum amount of independence within policies and procedures set forth by the Directors, or their designee, and other relevant laws, ordinances, and regulations.

The incumbent is an at-will employee of a Public Authority under the terms of an employment contract and is not subject to the provisions of the County of Sonoma Civil Service Ordinance.

TYPICAL DUTIES:

Duties may include, but are not limited to the following:

Contract administration including, but not limited to, negotiation, compliance monitoring, and evaluation.

Manage Public Authority program planning, development, implementation and evaluation.

May supervise and/or train Public Authority staff; evaluate their work performance; may participate in the selection of new employees.

Makes initial recommendations on IHSS Public Authority's budget; reviews and monitors budget; researches existing and potentially new sources of funding; directs and participates in preparation of grant applications and proposals to funding sources.

Represents the IHSS Public Authority Governing Body (the "Directors") in labor negotiations and administration of labor contracts.

Serves as liaison to County of Sonoma IHSS staff on issues of mutual concern that relate directly to IHSS recipients and/or care provider services.

In conjunction with County IHSS staff, coordinates training programs for registry providers, potential providers, and IHSS recipients.

Reviews legislative proposals for content and appropriateness; provides recommendations on necessary changes to approaches to IHSS Public Authority services; analyzes and interprets legislative or legal changes and regulations from federal, state and local agencies which affect the IHSS Public Authority; consults with legal counsel, as needed.

Represents the IHSS Public Authority and explains and interprets policies, procedures, legislation, and regulations for legislative bodies, boards, commissions, and other groups.

Serves as liaison to the California Department of Social Services and other state agencies, as appropriate.

Coordinates with Human Services Department staff to prepare County/IHSS Public Authority Interagency Agreement and other formal agreements (e.g., Memorandum of Understanding) and monitors compliance with requirements of the agreements.

Prepares IHSS Public Authority rate application and documentation.

Prepares reports and regular meeting materials for the IHSS Advisory Committee.

Provides reports to the Directors of the Public Authority.

KNOWLEDGE, SKILLS, AND ABILITIES:

Knowledge of: principles, practices, and techniques of human resource administration, outreach recruitment, labor relations and negotiations, supervision, and training; principles, methods, and procedures of community organization, group process and decision making, consultation, and public relations; management data processing applications and computer technology; theory, principles, and practices of governmental financial administration, budgeting, contracts administration, program management, and accounting; elderly and disability issues, the IHSS system in California, IHSS Public Authority, and IHSS laws, regulations, and funding is desirable.

Ability to: develop and maintain positive relationships with employees, public officials, community groups, other agencies, and the general public; represent the Public Authority with other boards, committees, government and community agencies, departments, and officials; facilitate group decision-making process; perform public relations for the IHSS Public Authority; effectively participate in labor negotiations; utilize computer technology for administrative functions; ensure proper compliance with federal, state, and local guidelines, policies, goals, rules, and regulations.

Plan, organize, coordinate, and direct work of professional and support staff; select, train, and supervise staff; develop, evaluate, and analyze operational policies and procedures; analyze and evaluate complex program and administrative problems and recommend effective courses of action; develop short- and long-range budget plans that reflect

program needs; communicate orally and in writing on a variety of issues; understand, interpret, and apply procedures, laws, rules, and regulations as they apply to the IHSS Public Authority.

MINIMUM QUALIFICATIONS:

Education: Any combination of education and training, which would provide the opportunity to acquire the above knowledge and abilities. Normally, graduation from a college or university with a degree in business administration, public administration, human resources management, organizational development, social services, health services, or closely related area would provide this opportunity.

Experience: Any combination of training and experience, which would provide an opportunity to acquire the above knowledge and abilities. Four years of full-time experience in a public or private social services agency, community-based organization, health services, or hospital, with at least two years in an administrative capacity, would provide such opportunity.

Desirable Experience: Effective participation in labor negotiations; working with public/private partnerships, advisory bodies and community groups.

License: Possession of a valid California driver's license at the appropriate level including necessary special endorsements, as required by the State of California to perform the essential job functions of the position.



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 20
(This Section for use by Clerk of the Board Only.)

To: Sonoma County Board of Supervisors

Board Agenda Date: December 12, 2017

Vote Requirement: Majority

Department or Agency Name(s): Human Services

Staff Name and Phone Number:

Katie Greaves, 707-565-8501

Supervisory District(s):

All

Title: Child Care Planning Council of Sonoma County Membership

Recommended Actions:

1. Approve the appointment to the Child Care Planning Council of Sonoma County for a two-year term beginning December 12, 2017, ending December 31, 2019 for the following members: Emma Kerns and Nanette Schonleber.
2. Approve the re-appointment to the Child Care Planning Council of Sonoma County for a two-year term beginning January 1, 2018, ending December 31, 2019 for the following members: Rebecca Hachmyer, Megan Hede, Alicia Morales, Cathy Vaughn, Alice Hampton, Carrie Anabo, Heather Sweet-Krikac, Sonya Valiente, and Margie Vondrak.
3. Authorize the Director of Human Services to sign the required Certification Statement Regarding Composition of Local Planning Council Membership.

Executive Summary:

Background

The Child Care Planning Council (CCPC) of Sonoma County mission is to convene and inspire the community through collaboration, leadership, and advocacy to promote and plan for quality child care and development services for the benefit of all children (primarily birth to 12), their families, and Sonoma County.

The primary activities of the CCPC are to conduct a local child care needs assessment, develop a countywide child care plan, establish local funding priorities for child care, and to enhance collaboration and partnerships in the child care community. In accordance with AB 2141, the Board of Supervisors and the County Superintendent of Schools are required to jointly appoint members to the local child care planning council.

Discussion:

In accordance with AB 2141, the Board of Supervisors and the County Superintendent of Schools are required to jointly appoint and re-appoint members to the local child care planning council in 5 categories of membership: 1) Consumers, 2) Child Care Providers, 3) Public Agency Representatives, 4) Community Representatives, and 5) Discretionary Appointees of the Board and the Superintendent.

The Board of Supervisors is requested to appoint and re-appoint the following members. These appointment recommendations have been made to and approved by the County Superintendent of Schools for the following members:

Emma Kerns, Sonoma County Family YMCA, Child Care Provider Seat
Nanette Schonleber, Sonoma State University, Public Agency Seat
Rebecca Hachmyer, University of California, Berkeley, Consumer Seat
Megan Hede, Peek-A-Boo Playhouse, Child Care Provider Seat
Alicia Morales, Boys and Girls Club of Central Sonoma County, Child Care Provider Seat
Cathy Vaughn, Montessori School of Sonoma, Child Care Provider Seat
Alice Hampton, Santa Rosa Junior College, Public Agency Seat
Carrie Anabo, League of Women Voters, Community Seat
Heather Sweet-Krikac, Social Advocates for Youth, Community Seat
Sonya Valiente, SVUSD El Verano Preschool, Discretionary Seat
Margie Vondrak, Community Member, Discretionary Seat

The County Superintendent made the above appointment and re-appointment recommendations on November 3, 2017.

The Board of Supervisors is also requested to authorize the Director of Human Services to sign the required Certification Statement Regarding Composition of Local Planning Council Membership. This is an annual report that is completed by the Child Care Planning Council and submitted to the California Department of Education.

The Child Care Planning Council bylaws allow up to 35 members. There are currently 23 members. The Council will have 10 openings for additional members after these appointments are approved.

The CCPC Membership Committee is focused on expanding membership. The Child Care Planning Council makes every effort to assure that the ethnic, racial and geographic composition is reflective of the county. Openings are posted on the Child Care Planning Council website and the County Boards and Commissions website. Additionally, community recruitment efforts are made on an ongoing basis via press releases, flyers and individual targeted outreach. Members are appointed for two-year terms with half of the members' terms expiring each year.

The Child Care Planning Council was originally established in 1992 to meet the requirements mandated by the passage of Assembly Bill (AB) 2141 to identify local priorities for child care and state preschool expansion funds. The passage of AB 1542 in 1998 connected CalWORKs, and the Sonoma County Human Services Department, to the Child Care Planning Council. On September 29, 1998, the County Superintendent of Schools and the Board of Supervisors designated the Child Care Planning Council of Sonoma County as a county commission. The Child Care Planning Council is staffed by the Sonoma County Office of Education.

Prior Board Actions:

September 19, 2017: Appoint/move members of the Child Care Planning Council of Sonoma County.
February 7, 2017: Reappoint members of the Child Care Planning Council of Sonoma County and requested authorization for the Director of Human Services to sign the required Certification Statement regarding composition of Local Planning Council membership.
November 15, 2016: Appoint member to the Child Care Planning Council of Sonoma County
November 15, 2016: Accept Comprehensive 2016-2021 Child Care Plan
September 13, 2016: Appoint/move members of the Child Care Planning Council of Sonoma County.
January 5, 2016: Appointed/reappointed members of the Child Care Planning Council of Sonoma County and approved by-laws which established term of membership.
June 9, 2015: Approved the Child Care Planning Council of Sonoma County's Funding Priorities by Zip Code.

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

The mission of the Child Care Planning Council of Sonoma County is to convene and inspire the community through collaboration, leadership and advocacy to promote and plan for quality child care and development for the benefit of all children (primarily birth to 12), their families and Sonoma County.

Fiscal Summary

Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures	0	0	0
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources	0	0	0

Narrative Explanation of Fiscal Impacts:

There are no fiscal impacts associated with this action.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):
There are no staffing impacts associated with this action.
Attachments:
Attachment 1: Child Care Planning Council of Sonoma County Membership List Attachment 2: Certification Statement Regarding Composition of LPC Membership
Related Items "On File" with the Clerk of the Board:
None

Child Care Planning Council of Sonoma County

Membership as of Friday, October 6, 2017

<u>Membership Category</u>	<u># of Seats</u>	<u>Name</u>	<u>Organization</u>
Child Care Consumer			
	1	Rebecca Hackmyer	Graduate Student Instructor
	1	Daniella Ribecke	Parent
	1	Jason Riggs	Extended Child Care
	1	Lorie Siebler	Child Care Council of Sonoma County
	1	Vacancy	
	1	Vacancy	
	1	Vacancy	
Total Seats	7		
Child Care Provider			
	1	Alicia Morales	Boys and Girls Club of Central Sonoma
	1	Cathy Vaughn	Montessori School of Sonoma
	1	Terry Ziegler	Mt. Taylor Children's Centers
	1	Jennifer Stanley	Waugh Wallabies Preschool Director
	1	Emma Kerns**	Sonoma County YMCA
	1	Megan Hede	Peek-A-Boo Playhouse
	1	Vacancy	
Total Seats	7		
Community			
	1	Carrie Anabo	League of Women Voters
	1	Missy Danneberg	Sonoma State University/Santa Rosa Junior College
	1	Kathleen Kelley	Behavioral Consultation Project/Early Learning Institute
	1	Maryanne Schwarz-Kesling	SRJC CalWORKS
	1	Heather Sweet-Krikac	Social Advocates for Youth
	1	Vacancy	
	1	Vacancy	
Total Seats	7		
Discretionary			
	1	Soledad Figueroa	River to Coast Children's Services
	1	Lisa Grocott	Community Action Partnership Head Start
	1	Sonya Valiente	SVUSD El Verano Preschool
	1	Margie Vondrak	Retired
	1	Vacancy	
	1	Vacancy	
	1	Vacancy	
Total Seats	7		
Public Agency			
	1	Debbie Blanton	Sonoma County Office of Education
	1	Michelle Bendyk	Sonoma County Human Services
	1	Alice Hampton	Santa Rosa Junior College
	1	Susan Langer	SVUSD Special Education and Preschool
	1	Melinda Susan	South County Consortium Special Services
	1	Nanette Schonleber**	Sonoma State University
	1	Vacancy	
Total Seats	7		

35 Total Membership

25 Seats Filled

**Pending

10 Vacancies

CERTIFICATION STATEMENT
REGARDING COMPOSITION OF LPC MEMBERSHIP

Return to:
 California Department of Education
 Child Development Division
 Local Planning Council Team
 1430 N Street, Suite 3410
 Sacramento, CA 95814

Due Date:
Annually on January 20

Please complete all information requested below:

County Name: Sonoma		County Coordinator Name and Telephone Number: Susy Marrón, (707) 524-2639
Membership Categories		
20% Child Care Consumers (Defined as a parent or person who receives, or who has received within the past 36 months, child care services.)		
Name of Representative	Address/Telephone Number	Appointment Date and Duration
Rebecca Hachmyer	37 Aveye Way Petaluma, CA 94952 (707) 321-2320	Seat Appointed January 1, 2018 Expires December 31, 2019
Daniela Ribbecke	925 Shagy Oak Drive Santa Rosa, CA 95404 (707) 889-1435	Seat Appointed September 19, 2017 Expires December 31, 2019
Jason Riggs	1745 Copperhill Pkwy. #5 Santa Rosa, CA 95403 (707) 545-2402	Seat Appointed January 1, 2017 Expires December 31, 2018
Lorie Siebler	131-A Stony Circle, #300 Santa Rosa, CA 95401 (707) 522-1413, x213	Seat Appointed September 19, 2017 Expires December 31, 2019
20% Child Care Providers (Defined as a person who provides child care services or represents persons who provide child care services.)		
Name of Representative	Address/Telephone Number	Appointment Date and Duration
Megan Hede	4303 Gilford Lane Rohnert Park, CA 94928 (707) 588-0498	Seat Appointed January 1, 2018 Expires December 31, 2019
Emma Kerns	2590 Piner Road Santa Rosa, CA 95403 (707)542-9202	Seat Appointed December 12, 2017 Expires December 31, 2019
Alicia Morales	1400 N. Dutton Ave. Santa Rosa, CA 95401 (707) 624-5357	Seat Appointed January 1, 2018 Expires December 31, 2019
Jennifer Stanley	880 Maria Drive Petaluma, CA 94954 (707) 762-0202	Seat Appointed September 19, 2017 Expires December 31, 2019
Cathy Vaughn	P.O. Box 760 Sonoma, CA 95476 (707) 996-2422	Seat Appointed January 1, 2018 Expires December 31, 2019
Terry Ziegler	190 Arlen Drive Rohnert Park, CA 94928 (707) 793-9020	Seat Appointed January 1, 2017 Expires December 31, 2018
20% Public Agency Representatives (Defined as a person who represents a city, county, or local education agency.)		
Name of Representative	Address/Telephone Number	Appointment Date and Duration

Michelle Bendyk	222 Capricorn Way, #100 Santa Rosa, CA 95407 (707) 565-7000	Seat Appointed September 19, 2017 Expires December 31, 2019
Debbie Blanton	8511 Limon Way Rohnert Park, CA 94928 (707) 522-3272	Seat Appointed January 1, 2017 Expires December 31, 2018
Alice Hampton	1501 Mendocino Avenue Santa Rosa, CA 95401 (707) 522-2619	Seat Appointed January 1, 2018 Expires December 31, 2019
Susan Langer	18606 Riverside Drive Sonoma, CA 95476 (707) 935-6096	Seat Appointed September 19, 2017 Expires December 31, 2019
Melinda Susan	200 Douglas Street Petaluma, CA 94952 (707) 778-4639	Seat Appointed September 19, 2017 Expires December 31, 2019
Nanette Schonleber	1801 E. Cotati Avenue Rohnert Park, CA 94928 (707) 664-4015	Seat Appointed December 12, 2017 Expires December 31, 2019
20% Community Representatives (Defined as a person who represents an agency or business that provides private funding for child care services, or who advocates for child care services through participation in civic or community-based organizations but is not a child care provider or CDE funded agency representative.)		
Name of Representative	Address/Telephone Number	Appointment Date and Duration
Carrie Anabo	120 Eleventh Street Santa Rosa, CA 95401 (707) 528-4946	Seat Appointed January 1, 2018 Expires December 31, 2019
Missy Danneberg	1501 Mendocino Avenue Santa Rosa, CA 95401 (707) 527-4315	Seat Appointed November 15, 2016 Expires December 31, 2018
Kathleen Kelley	311 Professional Drive Rohnert Park, CA 94928 (707)591-0170	Seat Appointed January 1, 2017 Expires December 31, 2018
Marianne Schwarz-Kesling	1501 Mendocino Avenue Santa Rosa, CA 95401 (707) 522-8806	Seat Appointed January 1, 2017 Expires December 31, 2018
Heather Sweet-Krikac	1243 Ripley St. Santa Rosa, CA 95401 (707) 542-3432	Seat Appointed January 1, 2018 Expires December 31, 2019
20% Discretionary Appointees (Appointed from any of the above categories or outside of these categories at the discretion of the appointing agencies.)		
Name of Representative	Address/Telephone Number	Appointment Date and Duration
Soledad Figueroa	P.O. Box 16 Guerneville, CA 95446 (707) 869-3613	Seat Appointed January 1, 2017 Expires December 31, 2018
Lisa Grocott	1300 N. Dutton Ave. Santa Rosa, CA 95405 (707) 544-6911	Seat Appointed January 1, 2017 Expires December 31, 2018
Sonya Valiente	18606 Riverside Drive Sonoma, CA 95476 (707) 935-4221	Seat Appointed January 1, 2018 Expires December 31, 2019
Margie Vondrak	1436 Mathias Place Rohnert Park, CA 94928 (707) 795-1977	Seat Appointed January 1, 2018 Expires December 31, 2019

Authorized Signatures																		
<p>We hereby verify as the authorized representatives of the county board of supervisors (CBS), the county superintendent of schools (CSS), and the Local Child Care and Development Planning Council (LPC) chairperson that as of December 2009, the above identified individuals meet the council representation categories as mandated in AB 1542 ^(Date) (Chapter 270, Statutes 1997; California <i>Education Code</i> Section 8499.3). Further, the CBS, CSS, and LPC chairperson verify that a good faith effort has been made by the appointing agencies to ensure that the ethnic, racial, and geographic composition of the LPC is reflective of the population of the county.</p>																		
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 55%;">Authorized Representative - County Board of Supervisors</th> <th style="width: 25%;">Telephone Number</th> <th style="width: 20%;">Date</th> </tr> <tr> <td style="height: 30px;"></td> <td></td> <td></td> </tr> <tr> <th>Authorized Representative - County Superintendent of Schools</th> <th>Telephone Number</th> <th>Date</th> </tr> <tr> <td style="height: 30px;"></td> <td></td> <td></td> </tr> <tr> <th>Local Child Care Planning Council Chairperson</th> <th>Telephone Number</th> <th>Date</th> </tr> <tr> <td style="height: 30px;"></td> <td></td> <td></td> </tr> </table>	Authorized Representative - County Board of Supervisors	Telephone Number	Date				Authorized Representative - County Superintendent of Schools	Telephone Number	Date				Local Child Care Planning Council Chairperson	Telephone Number	Date			
Authorized Representative - County Board of Supervisors	Telephone Number	Date																
Authorized Representative - County Superintendent of Schools	Telephone Number	Date																
Local Child Care Planning Council Chairperson	Telephone Number	Date																



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors

Board Agenda Date: December 12, 2017

Vote Requirement: 4/5

Department or Agency Name(s): Human Services Department

Staff Name and Phone Number:

Karen Fies 565-6990
Carl Vanden Heuvel 565-5869

Supervisorial District(s):

All

Title: FY2017-2018 Q1 Human Services Department Budget Adjustments

Recommended Actions:

- Adopt Resolutions adjusting the Human Services Department FY 2017-18 budget and position allocations:
- A. Add appropriations for the First 5 Sonoma County Program in the amount of \$64,396 for expanded training and technical assistance.
 - B. Add appropriations for the Road to Early Achievement and the Development of Youth (READY) Program in the amount of \$225,000, financed by First 5 Sonoma County.
 - C. Add appropriations for Valley of the Moon Children's Home in the amount of \$123,000 to expend grant funds, received from the Valley of the Moon Foundation, on a contract to provide trauma-informed care training to staff.
 - D. Delete 1.0 FTE Account Clerk II and replace with 1.0 FTE Senior Account Clerk for an incremental increase of \$5,207, offset by Salary Savings.
 - E. Increase an existing Social Services IV position from 0.75 FTE by 0.25 to 1.0 FTE for an incremental \$30,782, offset by reduced legal services expenditures.
 - F. Convert 1.0 FTE Program Development Manager Time-Limited (terminating March 30, 2018) to 1.0 FTE Program Development Manager Permanent, which will not require a budget adjustment in FY 17-18.

Executive Summary:

This item requests approval of additional revenue and related expenses and position allocation adjustments to the Human Services Department's FY 2017-18 budget.

Discussion:

Budgetary Adjustments

First 5 DHS Memorandum of Understanding: The Human Services Department is receiving an additional \$64,396 in funding from First 5 through a Memorandum of Understanding (MOU) with the Sonoma County Department of Health Services. The MOU amendment includes training seminars for Early Childhood

Education providers, district teachers, and parents. The expanded training now incorporates the Design Thinking approach to addressing complex classroom and school district issues using a solution-focused problem solving methodology. Technical assistance is also provided for survey development to measure the progress of program participants. This MOU reimbursement from First 5 is already included in the adopted FY 17-18 Department of Health Services budget.

Road to Early Achievement and the Development of Youth (READY): Human Services has received an additional \$225K in funding through the READY MOU with First 5 Sonoma County, to support the program. The MOU amendment establishes the roles and responsibilities for the provision of Kindergarten Readiness Assessment implementation and evaluation for the Quality Improvement Rating System (QIRS) for Sonoma County. Since 2013, the Road to Early Achievement and the Development of Youth (READY) program has conducted ongoing background research to support the pilot and scaling of a common kindergarten readiness assessment in Sonoma County. The school readiness assessment is paired with a parent survey to gather information on early learning experiences and family activities of children entering kindergarten. In 2015, the project transitioned to an evidenced-based, classroom friendly tool called the Kindergarten Student Entrance Profile (KSEP). This MOU reimbursement from First 5 is already included in the adopted FY 17-18 Department of Health Services budget.

Valley of the Moon [Children's Home] – International Trauma Center

The Family, Youth & Children division's Valley of the Moon (VOM) children's home will receive a grant of \$123,000 from the Valley of the Moon Foundation to provide FY&C staff with training on Trauma-Informed Care practice to treating clients. The proceeds of the grant will be used to contract the International Trauma Center for this training. On November 7, 2017, the Board authorized execution of a professional services agreement with International Trauma Center to provide the comprehensive training and coaching to staff. Trauma Informed Care involves understanding, recognizing, and responding to the effects of all types of trauma. Trauma Informed Care also emphasizes physical, psychological and emotional safety for both clients and providers and helps survivors rebuild a sense of control and empowerment.

Position Allocation Adjustments

Fiscal: Delete vacant 1.0 FTE Account Clerk (job code 0402)

Add 1.0 FTE Senior Account Clerk (job code 0403), effective 12/12/2017.

The needs of the department and the necessary duties of the position have changed from an account clerk to a senior account clerk now being the appropriate job class. This position is the subject matter expert working independently on the Human Services labor allocation system, Time Study Buddy. Additionally this position is responsible for training all Human Services staff on Time Study Buddy. This system is the basis for quarterly budget reporting and fiscal claiming with State and Federal funding sources. The requested Senior Account Clerk position will ensure the work performed by this position is within the proper job classification - to perform the required duties without going through the substantial workload and time delay of a position study and reclassification. This can only be achieved while the position is vacant. This Federally and State-Funded position was erroneously downgraded in May 2017, and this budget adjustment will restore the fiscal office's staffing model.

Family, Youth & Children: Add 0.25 FTE to an existing 0.75 FTE Social Services Worker IV position (job code 3004) in the Family Youth & Children (FY&C) Division's Redwood Children's Center to provide adequate staffing to complete interviews 24/7 for victims of Sexual Assault as well as to complete

Emergency Response investigations. The incumbent recently retired. It is necessary to make the position full-time in order to adequately recruit for and cover the workload demands of this position.

Planning, Research, Evaluation & Engagement: Convert 1.0 FTE time-limited Program Development Manager (job code 3084) to a permanent position. This position is in the Department’s Planning, Research, Evaluation & Engagement (PREE) division. This is a Federally and State-Funded position which coordinates research projects across the department and works with divisions to create, deliver, and evaluate effective program services that increase the quality of life for all Sonoma County residents. The position manages the research and evaluation team for the department. The position is critical to HSD data analysis and requires specialized knowledge in research, evaluation design, and statistical methodologies. Additionally, the position is responsible for helping coordinate the HSD Strategic Roadmap, South County Human Services Center Evaluation and directing research and coordinated support to divisions, programs, and community partners. This budget adjustment will allow PREE to operate optimally on an ongoing basis by making permanent this time-limited status. Permanent status was requested initially in FY 13-14, but a limited term was established pending growth of Realignment funding, which has now been realized as part of base funding. This position is currently funded and converting the position to permanent will not impact the FY 17-18 budget.

Prior Board Actions:

Strengthening of Families Program

June 30, 2017 MOU amendment

April 29, 2016 Department of Health Services (DHS), First 5 Sonoma County Commission, and Human Services Department (HSD) MOU

Road to Early Achievement and the Development of Youth

March 31, 2017 MOU Modification No. 1

May 26, 2016, DHS First 5 and HSD MOU

Valley of the Moon

November 7, 2017 Approval of Professional Services Agreement with International Trauma Center

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

These budget adjustments are investments in programs and interventions that strengthen families, protect children and increase healthy communities through use of evidence based practices.

Fiscal Summary

Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses			
Additional Appropriation Requested	412,396	175,817	181,091
Total Expenditures	412,396	175,817	181,091
Funding Sources			
General Fund/WA GF			
State/Federal	19,396	175,817	181,081
Fees/Other	393,000		
Use of Fund Balance			
Contingencies			
Total Sources	412,396	175,817	181,081

Narrative Explanation of Fiscal Impacts:

Budgetary Changes

First Five DHS First 5 DHS Memorandum of Understanding: The terms of the MOU specify that DHS will pay HSD an additional \$64,396 per the MOU amendment. The MOU terminates on June 30, 2018, or the end of FY17-18.

Road to Early Achievement and the Development of Youth:

Per the recently executed READY MOU amendment, the Sonoma County Department of Health Services will reimburse HSD up to \$225,000 for the READY program. The READY MOU terminates on June 30, 2018, or the end of FY17-18.

Valley of the Moon International Trauma Center: The \$123,000 grant from the Valley of the Moon Foundation will be received into the Dependent Children’s Fund (11520) and paid through the Training Services account. The grant funds will not impact the budget beyond FY17-18.

FTE Position Changes

Fiscal: No increase in appropriations is requested. Costs of the position being deleted are \$53,905 for the remainder of FY 2017-2018. \$59,112 in ongoing funding will cover the cost for the position being added. The difference of \$5,207 will be offset through salary savings within the HSD budget and will have no impact on the County’s General fund, as this position is funded entirely through the Department’s administrative cost claim. As this is an ongoing position, an annual 3% cost of living increase is forecasted for both FY18-19 and FY19-20, or \$5,363 and \$5,524, respectively.

Family, Youth & Children: Requested funds include salary and benefit costs for the increase of 0.25 FTE to the existing position. Assuming a December 12, 2017 start date, \$30,782 is needed in FY 2017-2018 and \$38,118 is needed in ongoing funding for FY 2018-2019 to fund this change; this increase in salaries and benefits will be offset by a decrease in anticipated expense for legal services going forward. The proposed

change reflects salary cost at the “I” step of the salary range. This position is currently vacant. Costs for this change will be accommodated in the HSD FY&C budget and will have no impact on the County’s General fund, as this position is funded entirely through the Department’s Title IV-E allocation.

Planning, Research, Evaluation & Engagement: The conversion of the Program Development Manager into a permanent position will have no impact on the current FY17-18 budget since the time-limited position was budgeted for the entire fiscal year (although it expires on March 30, 2018). HSD will include the cost for the position plus an estimated annual cost of living increase of 3% in the budgets for FY18-19 and FY19-20, or \$170K and \$175K, respectively. This request will result in no additional cost to the County’s General fund as it is funded with Federal/State monies.

Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Account Clerk II	\$3,470 - \$4,219		1.00
Senior Account Clerk	\$3,826 - \$4,651	1.00	
Social Service Worker IV	\$5,473 - \$6,651	0.25	
Program Development Manager Time-Limited	\$7,020 \$8,533		1.0
Program Development Manager	\$7,020 \$8,533	1.0	

Narrative Explanation of Staffing Impacts (If Required):

Costs for these positions will be accommodated in the FY 17-18 HSD budget.

Attachments:

- Budget Resolution
- Position Resolution

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

None



County of Sonoma
State of California

Date: December 12, 2017

Item Number: _____

Resolution Number: _____



4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
authorizing budgetary adjustments to the FY 17-18 budget for the Human Services
Department to reflect newly obtained funding, effective December 12, 2017.**

Whereas, the Board has adopted the Fiscal Year 2017-18 Budget for all Governmental Entities within its jurisdiction, in accordance with Section 29088 of the Government Code of the State of California, and

Whereas, the Government Code allows for adjustments to the Adopted Budget during the 2017-18 Fiscal Year.

Now, Therefore, Be It Resolved that the County Auditor-Controller is hereby authorized and directed to adjust the Fiscal Year 2017-18 Adopted Budget in accordance with attached Exhibit A.

Supervisors:

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

Resolution Exhibit A - FY 2017-18 1st Quarter Consolidated Budget Adjustments

Description	Gross Expenditures	Revenue & Reimbursement Change	Net Cost Change
Human Services - Other Funds			
The Family, Youth & Children's (FY&C) Memorandum of Understanding (MOU) for its First 5 program expands the Planning, Research, Evaluation & Engagement (PREE) section's scope of work and provides additional \$64,396 in revenue. The additional funds will be used to implement "Design Thinking" methodologies through staff training and materials that will cost \$64,396. The new methodologies are not problem-focused, but rather oriented towards creating preferred future outcomes.	64,396	64,396	0
FY&C's program Road to Early Achievement and Development of Youth (READY) is funded by a Memorandum of Understanding (MOU) with the Department of Health Services (DHS). An amendment to the MOU will allow DHS to reimburse HSD with an additional \$225,000 to implement an assessment tool—the Quality Improvement Rating System (QIRS)—for evaluating the current program to ensure positive outcomes. Expenditures are estimated at this time to total only \$181,379, leaving a net savings of \$43,621.	225,000	225,000	0
The Fiscal Section will upgrade The Account Clerk II position with 1.0 full-time equivalent to a Senior Account Clerk position also with 1.0 full-time equivalent. The cost of the old position for the remainder of the year is \$53,905. The cost of the newly upgraded position for the remainder of the year is \$59,112. The difference between the two--\$5,207--will be funded in salary savings.	0	0	0
The FY&C Division will add 0.25 FTE Social Worker IV to an existing 0.75 FTE SWIV position (job code 3004) to provide adequate staffing to complete interviews 24/7 for victims of Sexual Assault as well as to complete Emergency Response investigations. The incumbent recently retired. It is necessary to make the position full-time in order to cover the workload demands. Costs for the position require \$30,782 for the remainder of FY 2017-2018. Costs for this change will be accommodated by decreasing legal services expenses going forward.	0	0	0
The Planning, Research, and Evaluation & Engagement (PREE) section will convert a 1.0 full-time equivalent, time-limited Program Development Manager to a permanent position. The position manages the research and evaluation team for the department and supervises 4.0 FTE Program Planning and Evaluation Analysts. The position is critical to HSD data analysis and requires specialized knowledge in research, evaluation design, and statistical methodologies. The time-limited status is thought to have been a clerical error when the position was first proposed in June 2013 and will be corrected with this budget adjustment. There is no additional cost related to the conversion of this position since the position was budgeted for the full-year already in the Adopted Budget.	0	0	0
Human Services – Dependent Child Fund			
FY&C's Valley of the Moon (VOM) Children's Home section will receive a grant from the Valley of the Moon Foundation to train section staff in the Trauma-Informed Care approach to processing clients. The proceeds of the grant will be used to contract the International Trauma Center for this training.	123,000	123,000	0
GRAND TOTAL ADJUSTMENTS	412,396	412,396	0



County of Sonoma
State of California

Date: December 12, 2017

Item Number: _____

Resolution Number: _____



4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, amending the Department Allocation List For Human Services Department to reflect the deletion of a 1.0 Full Time Equivalent Account Clerk II; the addition of 1.0 Full Time Equivalent Senior Account Clerk; addition of a .25 Full Time Equivalent Social Service Worker IV to an existing .75 Full Time Equivalent Social Service Worker IV; and, the Conversion of 1.0 Full Time Equivalent Time-Limited Program Development Manager to an on-going 1.0 Full Time Equivalent Program Development Manager, effective December 12, 2017.

Whereas, the Human Services Department is requesting authorization to delete one Account Clerk II and add one Senior Account Clerk to adapt for the changing responsibilities of the position that are now more closely aligned with the Senior Account Clerk job class; and

Whereas, the funding for this position will be absorbed by the FY17/18 Salary Savings; and

Whereas, the Human Services Department is requesting authorization to add a .25 FTE to an existing .75 FTE Social Service Worker IV, position to provide adequate staffing to complete interviews for victims of Sexual Assault and to complete Emergency Response investigations; and

Whereas, the funding for this position will be offset by a decrease in the anticipated expense for County Counsel services; and

Whereas, the Human Services Department requests authorization to convert a Time-Limited Program Development Manager into a on-going Program Development Manager to continue programs assigned to the position involving data analysis and research, as well as leading the coordination of the Strategic Roadmap, South County Human Services Center and supporting our Departments division programs and other community partners in efforts to better support our citizens; and

Whereas, the funding for this position was budgeted for the entire year in the FY2017-18 approved budget and will be further accounted for in the FY2018-19 budget.

Now, Therefore, Be It Resolved by the Board of Supervisors of the County of Sonoma that the Department Allocation List of the Human Services Department is hereby amended as follows:

Section/ Subsection ID	Job Class	Class Title	Existing Positions In Class	Change in Position Allocation	New Total Allocation For Class	Duration/ End Date	Salary Range
24030110	0402	Account Clerk II	9.00	(-1.00)	8.00	12/12/17	1995
24030110	0403	Senior Account Clerk	9.00	1.00	10.00	Ongoing	2200
24030140	3004	Social Service Worker IV	100.25	.25	100.50	Ongoing	3147
24030104	3084	Program Development Manager	2.00	-	2.00	Ongoing	4050

Supervisors:

Gorin: _____ Rabbit: _____ Gore: _____ Hopkins: _____ Zane: _____

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: 22
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors of Sonoma County
Board of Commissioners of the Community Development Commission
Board of Directors of the Sonoma County Water Agency
Boards of Directors of the Northern Sonoma County Air Pollution Control District, Russian River County Sanitation District, Sonoma Valley County Sanitation District, Occidental County Sanitation District, South Park County Sanitation District, and the Sonoma County Agricultural Preservation and Open Space District Authority

Board Agenda Date: December 12, 2017

Vote Requirement: Majority

Department or Agency Name(s): Information Systems Department

Staff Name and Phone Number:

Jonathan Kajeckas 707.565.2456

Supervisorial District(s):

Countywide

Title: Administrative Policy 9-2: Information Technology Use and Security Policy

Recommended Actions:

Adopt the revised and retitled Administrative Policy 9-2: Information Technology Use and Security Policy Manual. Administrative Policy 9-2 establishes rules, guidelines, and procedures for information security oversight and technology use for all county employees to ensure authorized and secure access to information systems.

Executive Summary:

Request the Board adopt the proposed updates to the computer use policy with a retitle of "Information Technology Use and Security Policy Manual."

This revised version updates the policy to account for changes in technology, including mobile devices, and complements Administrative Policy 9-4 for Information Technology professionals (adopted July 12, 2016). The existing 9-2 computer use policy was adopted in 2005.

Discussion:

The Board of Supervisors approved the original Administrative 9-2: Departmental Computer Use Policy in 2005. Revisions to Policy 9-2 are needed to address (1) use of newer technology such as smart phones and other portable devices; and (2) to update security protocols to ensure the integrity of the County's data systems. The revised policy will benefit the County and the community through the following policy additions:

- 1) Provisions for security incident reporting and response;
- 2) Requirements for ongoing security awareness training to ensure county workers are trained and able to properly react to cyber threats;
- 3) Security directives for the use of personally-owned mobile devices; and
- 4) Definition of each individual county employee's responsibility for securing County information assets, including equipment and data.

Additional support for updating the policy comes from a security risk assessment and review of applicable standards. The County's Information Security Steering Committee (Steering Committee), which includes technology liaisons from Health Services, Sheriff, Probation, District Attorney, Human Resources, and County Counsel, proposed updates to 9-2 and met with all employee unions. The employee unions provided feedback that the computer use policy for end users and the information security directives for Information Technology professionals should be two separate information security policy manuals. In response to the feedback, the group drafted a separate administrative policy, entitled "Information Technology (IT) Professionals Policy Manual" (Administrative Policy 9-4), which applies specifically to IT professional staff responsible for the implementation, configuration, maintenance, and support of the County's information technology resources. The Board of Supervisors approved Administrative Policy 9-4 on July 12, 2016.

In March 2016, the proposed updates to the current computer use policy (Administrative Policy 9-2) received additional feedback from employee unions, and the feedback was presented to department heads on May 18, 2016. In January 2017, consensus was reached with employee unions that will or could be impacted by 9-2, including: Service Employees' International Union (SEIU)-Local 1021, Sonoma County Stationary Engineers - Local 39, Sonoma County Law Enforcement Association (SCLEA), Sonoma County Deputy Sheriffs Association (DSA), Sonoma County Sheriff's Law Enforcement Management (DSLEM), Sonoma County Public Defenders Investigators Association (SCPDIA), Sonoma County Public Defenders Association (SCPA), International Federation of Professional and Technical Engineers (IFPTE) - Local 20, Sonoma County Public Attorney Association (SCPA), Teamsters, and the Western Council of Engineers (WCE).

Administrative Policy 9-2 has also been reviewed for consistency with recent legal decisions regarding public employees' communications under the Public Records Act and addresses employees' use of personal electronic messaging services, social media accounts, and email accounts for conducting Local Agency business. Additionally, the Policy establishes security measures for employee use of personal devices to access Local Agency data and restricts storage and/or downloading of confidential or restricted data when technically feasible.

The Information Security Steering Committee will provide training online and in-person to ensure all County employees understand and comply with the proposed updates to the computer use policy. In addition, the attached Guidelines will be distributed to employees when the Administrative Policy 9-2 is rolled out, providing employees with an overview of the policy and answering questions they might have regarding changes to the policy, including questions concerning the use of private devices and accounts under the policy in light of the recent legal decisions.

Prior Board Actions:			
7/12/2016: Adopted Administrative Policy 9-4: Information Technology Professional Policy Manual 7/30/2010: Approved the contract with the Tunitas Group 4/6/2005: Adopted an update to Administrative Policy 9-2: Policy for Departmental Computer Use			
Strategic Plan Alignment Goal 3: Invest in the Future			
Invest in the Future - This policy will ensure that the County's information assets, data, and network are protected today and in the future.			
Fiscal Summary			
Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			
There are no costs associated with this recommended action.			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
N/A			

Attachments:

Attachment 1: Administrative Policy 9-2 – IT Use and Security Policy Manual
Attachment 2: Computer Use Policy 9-2 Summary of Updates Guidelines

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

None

Administrative Policy 9 - 2



Information Technology Use

And

Security Policy

Manual

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Information Technology Use and Security Policy Manual

Approved by: Board of Supervisors of the County of Sonoma (“County”), and the Boards of Directors of the Northern Sonoma County Air Pollution Control District, the Russian River County Sanitation District, Sonoma Valley County Sanitation District, Occidental County Sanitation District, South Park County Sanitation District, and the Board of Directors of the Sonoma County Agricultural Preservation and Open Space District (collectively referred to hereinafter as “Special Districts”), and the Sonoma County Water Agency (“Agency”), and the Board of Commissioners of the Sonoma County Community Development Commission (“Commission”). The County, Special Districts, Agency and Commission are collectively referred to herein as “Local Agencies” or singularly as “Local Agency.”

Authority:

Origination Date:

Purpose

This Policy manual provides directives to all users on the general use and protection of Local Agency IT resources and data.

Scope

This Policy manual applies to all Local Agencies. Where a conflict exists between this Policy manual and a Local Agency’s policy, the more restrictive policy will take precedence.

Maintenance

This Policy manual is subject to a policy review at least annually by the Information Security Steering Committee.

Exceptions

Requests for exceptions to this Policy manual must be reviewed by the Information Security Steering Committee (ISSC) and approved by the Chief Information Security Officer (CISO) or Designee. Local Agencies requesting exceptions must provide such requests to the ISSC. The request should specifically state the scope of the exception along with justification for granting the exception, the potential impact or risk attendant

upon granting the exception, risk mitigation measures to be undertaken by the Local Agency, initiatives, actions and a time frame for achieving the minimum compliance level with the policies set forth herein. The ISSC will review such requests, confer with the requesting Local Agency and forward to the CISO along with a recommendation for action.

Adverse Action

Failure to comply with this Policy manual may result in disciplinary action up to, and including termination, in accordance with County Civil Service Rules, or a Local Agencies' separate and distinct disciplinary rules and procedures

Policy

I. Introduction

Information is an asset which, like other important business assets, has value to an organization and consequently needs to be suitably protected. The County of Sonoma has an obligation to the public and is mandated by laws and standards (see Appendix A) to protect the information maintained on Local Agency IT resources from unauthorized use, disclosure, modification, loss or denial.

This Policy manual has been developed to be in alignment with the International Organization for Standardization ISO/IEC 27002 (Code of Practice for Information Security Management framework) and to meet County compliance obligations. This manual together with the IT Professional Policy manual establishes the foundation for information technology and security in the County to assure appropriate and authorized access, usage and integrity of information.

II. Roles and Responsibilities

Information security extends well beyond Information Technology (IT). Information security is a critical business function that touches all aspects of an organization. The County of Sonoma (County) is fully committed to information security and asserts that every person employed by or on behalf of the County has important responsibilities to maintain the security of Local Agency IT resources and data.

A. Users

Users are all workforce members (employees or any other individual performing work on behalf of, or with approval of Local Agencies) authorized to access Local Agency IT resources and are responsible for:

1. Complying with County Information Technology and Security policies;
2. Maintaining the security of Local Agency IT resources and data associated with their role(s) as defined in this Policy manual;
3. Storing original Local Agency data on the Local Agency network to ensure compliance with County or Local Agency records retention policy,
4. Protecting Sensitive information against loss, unauthorized use, access, or disclosure, by the following:
 - a) Using Sensitive information only for the stated legal and/or business purpose.
 - b) Disclosing Sensitive information as permitted by law or with the express consent of the Data Owner.
 - c) Not making copies of Sensitive information except as required in the performance of assigned duties.
 - d) Keeping Sensitive information out of plain sight.
5. Not sharing User accounts and passwords;
6. Creating, changing and storing passwords in accordance with established policies and standards;
7. Locking or logging off unattended workstations.
8. Using only assigned Local Agency electronic messaging accounts, i.e., e-mail, to conduct Local Agency business communication, and refraining from conducting Local Agency business with personal electronic messaging accounts (e.g., Yahoo, Gmail). Law enforcement and/or other Local Agency workforce may be exempted from these restrictions during the performance of legitimate job responsibilities;
9. Not violating copyright law, and conforming to software licensing restrictions by:

Only using software that has been installed by their Local Information Service Provider or other authorized individual.

10. Not engaging in any use of Local Agency IT resources that violates federal, state, local laws, Local Agency or County policy;
11. Reporting any known or suspected information security incident to their manager/supervisor, Information Security Representative or Local Information Service Provider;
12. Compliance with VII. Mobile Computing Policy if using a mobile device to work on or access Local Agency IT resources or data.

B. Local Agency Department Head/General Manager

Local Agency Department Head/General Manager and/or Designee are responsible for:

1. Enforcing this Policy manual within their Local Agency;
2. Ensuring all Users of Local Agency IT resources and data are made aware of County information technology and security policies and that compliance is mandatory;
3. Ensuring all Users receive education regarding their security responsibilities before accessing Local Agency IT resources and data;
4. Establishing supplemental information technology and security policies, standards, procedures, or guidelines as needed for their business purposes, provided they are not less restrictive than County policies. Prior to final approval Local Agency Department Head/General Manager and/or Designee are responsible for:
 - a. Providing supplements to Human Resources for review.
 - b. Providing notice to employee organizations regarding any proposed supplements; and
 - c. Providing supplements to Local Agency's Local Information Service Provider to review for consistency with County/Local Agency IT security policies.
5. Provide training in support of established procedures and guidelines
6. Obtaining a signed acknowledgment from Users that they have had an opportunity to read and will comply with this Policy manual before accessing Local Agency IT resources and data;

7. Designating or serving as an information security representative; and
8. Submitting to the ISSC any needed requests for exceptions to this Policy manual.

C. Information Security Representative

The Information Security Representative is designated by the Local Agency Department Head/General Manager to coordinate information security within their Local Agency and is responsible for:

1. Assisting in the development of any Local Agency information technology and security policy;
2. Reviewing Local Agency information technology and security policies for compliance with County policies;
3. Representing the Local Agency's information security concerns countywide.

D. Local Information Services Providers

The County Information Systems Department, the Human Services Department Information Integration Division, the Sonoma County Sheriff's Office Technical Services Bureau, and the County Water Agency Computer Application and Instrumentation Support Section serve as Local Information Service Providers and are responsible for:

1. Providing network infrastructure, network access, data storage and e-mail services to Local Agencies;
2. Maintaining an inventory of Local Agency IT resources;
3. Configuring Local Agency IT resources in accordance with County information technology and security policies and standards;
4. Implementing and maintaining technology-based services that adhere to the intent and purpose of information technology and security policies, standards and guidelines;
5. Investigation, remediation, and documentation of information security incidents; and
6. Establishing and implementing standards, procedures and guidelines as needed for this Policy manual.

E. Chief Information Security Officer

The County Information Systems Director serves as the Chief Information Security Officer and is responsible for:

1. Overseeing and managing the County Information Technology and Security Program, this includes;
 - a) Developing and maintaining the County information security strategy;
 - b) Providing information security related technical, regulatory and policy leadership;
 - c) Facilitating the implementation of County information technology and security policies; and
 - d) Approving or denying policy waivers.

F. Information Security Steering Committee

The Information Security Steering Committee (ISSC) is the coordinating body for all County information security-related activities and is composed of the County Privacy Officer, Information Security Officer, and individuals designated by the IT Governance Council. The Information Security Steering Committee is responsible for:

1. Developing and proposing County information technology and security policies, standards, and guidelines;
2. Reviewing County information technology and security policies annually and policy waivers;
3. Reviewing Local Agency policy exception requests and making recommendations for CISO approval or denial;
4. Maintaining documentation of policy waivers;
5. As requested, reviewing Local Agency information technology and security policies for compliance with County policies; and
6. Identifying and recommending industry best practices for information security.

G. HIPAA County Privacy Officer

The HIPAA County Privacy Officer is responsible for:

1. Making required publication, consumer notice and regulatory filing, in response to data breaches involving Electronic Protected Health Information (ePHI) and/or personal information.

H. Data Owner

The Data Owner is the Local Agency Department Head/General Manager or other individual authorized by law, regulation or policy to collect and manage the data that supports their business operations and is responsible for:

1. Identifying applicable law, regulations, or standards that contain information security requirements for the data they own;
2. Classification of Local Agency data and IT resources they own based upon law, regulation, common business practice, liability or reputational factors;
3. Establishing as needed, Local Agency policies and procedures for the data and IT resources they own;
4. Responsible for ensuring mitigation of known or suspected information security incidents, and notification to individuals or agencies in the event of a data breach involving unencrypted personal information; and
5. Designating or serving as the Data Steward.

I. Data Steward

The Data Steward is designated by the Data Owner to protect the confidentiality, integrity, and availability of the data that supports their business operations and is responsible for:

1. Assisting the Data Owner in the classification of Local Agency data;
2. Implementing protection requirements for the data and IT resources entrusted to their stewardship; and
3. Authorizing access to Local Agency data in accordance with the classification of the data.

J. Data Custodian

The Local Information Service Provider serves as the Data Custodian and is responsible for:

1. Implementing the necessary safeguards to protect Local Agency data and IT resources at the level classified by the Data Owner or the Data Steward;

2. Granting access privileges as authorized by the Data Owner or Data Steward;
3. Complying with any additional security policies and procedures established by the Data Owner and/or Data Steward;
4. Advising the Data Owner and/or Data Steward of vulnerabilities that may present a threat to their Local Agency data and of specific means of protecting that data; and
5. Notifying the Data Owner of any known or suspected information security incident.

III. Information Technology and Security Governance Policy

This Policy serves as the governing policy for Information Technology and Security. Security measures for Local Agency IT resources and data must be implemented to provide:

1. Confidentiality – Ensures information is accessible to only those authorized to have access.
2. Authentication – Establishes the identity of the sender and/or receiver of information.
3. Data Integrity - Ensures information is complete, accurate and protected against unauthorized modification.
4. Availability - Ensures information is accessible to authorized users when required.
5. Accountability - Ensures correct use and individual responsibility of Local Agency IT resources and data.
6. Auditing - Ensures the collection of data and processes to provide assurance of the effectiveness of controls.
7. Appropriate Use – Ensures Users conform to County rules, ordinances, policies, state and federal laws.

IV. Use of Local Agency IT Resources and Data Policy

This Policy establishes acceptable use of Local Agency Information Technology (IT) resources and data.

A. General Use and Ownership

1. Access to Local Agency IT resources may be provided for conducting Local Agency business. Access may be wholly or partially restricted without prior notice or consent of the User.
2. The Data Owner retains the rights of ownership to all data created on IT resources, unless the legal ownership is otherwise defined by law.
3. Local Agency IT resources and data are to be used for conducting business authorized by and related to Local Agency operations.
4. Local Agency data must only be used for authorized purposes and must not be disclosed to anyone not authorized to receive such data.
5. All Users of Local Agency IT resources and data must sign an acknowledgment of this Policy manual prior to being granted access.

B. IT Resource Monitoring

1. Data Owners and/or Data Stewards with express consent of the Data Owner may monitor any and all aspects of Local Agency data access and use.
2. Local Information Services Providers may monitor and log all activities on the IT resources they own, control or manage for security, network maintenance, and/or policy compliance.

C. User Access Monitoring

1. Monitoring or investigating User access to Local Agency IT resources and data must be approved by the Data Owner, Data Steward or designee.
2. County Counsel approval with the express consent of the Data Owner is required for monitoring of User's work generated data files, Internet access logs, or electronic messaging (e.g., e-mail, and instant messaging).
3. Upon request by the Data Owner, Data Steward or designee, Local Information Service Providers may monitor or investigate User access to Local Agency IT resources and data, without advance notice to the User.

D. No Expectation of Privacy

Users have no expectation of privacy when using Local Agency IT resources, or in any data they access, create, store, send or receive on any Local Agency IT resources.

E. Public Records Act Compliance and Records Retention

3. Any records created while conducting Local Agency business using Local Agency IT resources, including personal and county provided mobile devices, may be subject to disclosure.
4. To ensure compliance with County or Local Agency records retention policy, original Local Agency data must be stored on the Local Agency network.

F. Use of Sensitive Information

Sensitive information as defined in this Policy manual is information classified as either *Confidential - Information protected from use and/or disclosure by law, regulation or standard, and for which the highest level of security measures, or Restricted - Information that requires special precautions to protect from unauthorized use, access, or disclosure.*

To protect Sensitive information against loss, unauthorized use, access, or disclosure the following must be adhered to:

1. Sensitive information must only be used or disclosed as permitted by law and/or policy.
2. Sensitive information that is not controlled by law or policy can only be disclosed with express consent of the Data Owner.
3. Copies of Sensitive information must not be made except as required in the performance of assigned duties.
4. Sensitive information must be kept out of plain sight and must not be displayed in any form when it is not being used.
5. Unattended workstations must be locked or have password protected screen savers enabled in accordance with Local Information Service Provider standards.

G. User Accounts and Passwords

1. User accounts and User passwords must not be shared.
2. User passwords may only be created, changed and stored in accordance with established policies and standards.

H. Use of Electronic Messaging

1. Users must only use assigned Local Agency electronic messaging accounts conduct Local Agency business, and are prohibited from

conducting Local Agency business using personal electronic messaging services, social media accounts or email accounts (e.g., texting, Twitter, Facebook Messenger, Yahoo, Gmail). Law enforcement and/or other Local Agency workforce may be exempted from these restrictions during the performance of legitimate job responsibilities.

I. Use of the Internet

1. Local Agency IT resources that allow access to the Internet are provided to facilitate the effective and efficient use of Local Agency business. With Local Agency approval, Users are permitted access to the Internet to assist in the performance of their assigned duties, and must comply with all acceptable use described in this Policy and any other Local Agency or County Policy.

J. Personal Use/Union Use

Except as otherwise stated, reasonable and limited personal use of Local Agency IT resources or use of Local Agency e-mail between recognized County unions and Local Agency workforce is allowed under the following circumstances:

1. Does not involve unacceptable use as defined in section IV.N of this Policy or in any other County Policy;
2. Does not interfere with Local Agency IT resources and;
3. Does not interfere with the User's job performance and/or obligations as a public employee.

K. Use of Authorized Software

All software installation and use must conform to licensing restrictions. These products include those that are not appropriately licensed for use by the Local Agency or those that violate the rights of any person or organization protected by copyright, trade secret, patent or other intellectual property, or similar laws or regulations, including, but not limited to, the installation or distribution of "pirated" or other software is prohibited.

1. Only software that has been installed by the Local Information Services Provider or other authorized individuals may be used.
2. Software purchased by the Local Agency must not be loaded on a personally owned device, unless specifically authorized by the Local Agency Department Head/General Manager and/or Designee and the manufacturers licensing agreement.

L. Use of Authorized Devices

1. To maintain the security of the Local Agency network, only devices authorized by the Local Information Service Provider may be connected. Any device found to be in violation of this Policy is subject to immediate disconnection from the Local Agency network.

M. Unacceptable Use

Any use which violates federal, state, local laws, Local Agency or County policies is prohibited. Law enforcement and/or other Local Agency workforce may be exempted from these restrictions during the performance of legitimate job responsibilities.

The following activities are prohibited on Local Agency IT resources; examples include, but are not limited to:

1. Representing yourself as someone else, real or fictional, or sending information anonymously;
2. Sending messages or accessing data with content that violates any county policies, rules or other applicable laws;
3. Sending messages or accessing data that contain inappropriate, defamatory, obscene, harassing or illegal material;
4. Sending information that violates or unlawfully infringes on the rights of any other person (including but not limited to copyrights and software licenses);
5. Engaging in activity that may harass, threaten or abuse others;
6. Conducting political activity, business for fraudulent activity, personal profit or gain, or other improper activities as defined in Local Agencies Incompatible Activities Policy;
7. Downloading, installing or running security programs or utilities such as password cracking programs, packet sniffer, or port scanners that reveal or exploit weaknesses in the security of Local Agency IT resources;
8. Engaging in activity that may degrade the performance of Local Agency IT resources;
9. Accessing or attempting to access Local Agency IT resources which have not been authorized;
10. Restricting or denying authorized Users access to Local Agency IT resources; and Circumventing Local Agency security measures.

V. **Data Classification Policy**

This Policy directs Local Agencies to classify their data to ensure the required security measures are applied.

Local Agencies may not rely on this Policy to make determinations or implement the requirements of the California Public Records Act (Government Code Sections 6250-6265).

A. Data Categories

Data Owners must classify Local Agency data into one of the following categories:

1. Confidential – Information protected from use and/or disclosure by law, regulation or standard, and for which the highest level of security measures are required.
2. Restricted – Information that requires special precautions to protect from unauthorized use, access, or disclosure.
3. Public - Information that is available for general access without review by the Data Owner and/or County Counsel.

B. Data Classification Assignment

1. Default classification assignment for data is Restricted.
2. Any collection of data containing different classification assignments must be classified as a whole at the level applicable to the data with the highest assignment.
3. Classifications assigned to Local Agency data must be reviewed upon changing usage or law, and reclassified if necessary.
4. The classification level of replicated data must remain consistent with the original data.

C. Security Requirements

1. Each data category has security requirements based on law, regulation, common business practice, liability or reputational factors.
2. Security controls must be applied to each data category based upon the identified security requirements, and commensurate with the value of the information and risk of loss.

VI. Information Security Incident Management Policy

This Policy establishes requirements for reporting and responding to information security events and vulnerabilities.

A. Information Security Incident Reporting

1. Users must immediately report any known or suspected Information Security Incident (e.g., virus/worm attacks, actual or suspected loss or disclosure of confidential data) or system vulnerability to their manager/supervisor, Information Security Representative or Local Information Services Provider. Local Agencies must ensure that their Local Information Service Provider is informed.

The above requirement does not authorize or condone an intentional search for system weaknesses and/or malfunctions.

B. Information Security Incident Response

Local Information Service Providers must have a current documented working plan for reporting on, responding to, recovering from and preventing recurrence of information security incidents. The plan must be labeled Confidential and distributed on a need-to-know-basis.

The plan must incorporate the following practices:

1. Collection and protection of evidence, to include a chain-of-custody;
2. Documentation of information security incidents;
3. Implementation of remediation strategies;
4. Notification to the County Privacy Officer of information security incidents involving actual or suspected loss or disclosure of electronic protected health information (ePHI);
5. Notification to the Data Owner of information security incidents involving actual or suspected loss or disclosure of personal information;
6. Reporting to the Chief Information Security Officer (CISO) and or authorized designee; and
7. Application of lessons learned from incidents.

VII. Mobile Computing

This section establishes requirements for the use of mobile devices (both personally owned and Local Agency provided) to work on or access Local Agency resources and data.

A. Personally Owned Devices

Personally-owned devices include, but are not limited to, smartphones, laptops, notebooks, tablets(e.g. iPads, Android) including, but not limited to any such devices for which Staff Development or other similar County-provided funds were used to purchase the device in whole or in part.

1. The Expectation of Privacy: The County of Sonoma will respect the privacy of a user's voluntary use of a personally-owned device to access Local Agency IT resources. Users cannot be required and/or can refuse to use their personally-owned devices to work on or access Local Agency resources.
2. The County of Sonoma will only request access to the personally-owned device and password in order to implement security controls; to respond to litigation hold (aka e-discovery) requests arising out of administrative, civil, or criminal directives, Public Record Act Requests, and subpoenas; or as otherwise required or permitted by applicable state or federal laws. Such access will be performed by an authorized Local Information Service Provider technician or designee using a legitimate software process.
3. Users should receive prior approval from their manager to use their personally owned mobile device to access Local Agency IT resources or data.
4. Users should be aware that the Data Owner retains ownership of Local Agency data created or stored on their personally-owned device. Users should also be aware that they can view but not store and/or download confidential or restricted data when technically feasible on their personally owned device.
5. Users are responsible for backing up their personal data, settings, media, and applications on their personally owned device.
6. Users should be aware that some personally owned devices may require the purchase of a software application and corresponding software license and/or subscription, to allow the device to comply with County and/or Local Agency policy and/or standards, and that they may be responsible for all costs of required software applications.
7. Users are responsible for maintaining their personally-owned device with the manufacturer's security and operating system updates.
8. Users will not install software on their personally owned device that bypasses the built-in security features and controls.
9. Users should use the built-in encryption feature on their personally-owned device when available.

10. Users should remove Local Agency data from their personally-owned device, prior to removing access to Local Agency IT resources or data, leaving county employment, or disposing of their personally-owned device.
11. Users should be aware that it is their responsibility to immediately report a lost or stolen personally-owned device to their manager/supervisor and Local Information Services Provider. Users should be aware that if their personally-owned device is lost or stolen, their personally-owned device will attempt to be remotely wiped of all data.
12. Users should be aware that it is their responsibility to setup their individual cellular plan with their provider and to pay all or a portion of the charges incurred, in accordance with applicable law. Any service or billing issues with the cellular or data provider may be the user's sole responsibility and obligation.
13. Physical Protection: Unattended mobile devices must be physically stored in a safe and secured manner.

B. Local Agency Provided Devices

1. The Data Owner retains the right of ownership to all data created or stored on mobile devices in support of Local Agency business.
2. Use of a mobile device to work on or access Local Agency IT resources and data must be first approved by the User's supervisor/manager based on its benefit to Local Agency operations.
3. The Local Agency may install security controls to manage the local agency provided mobile device.
4. Right to IT Resource Monitoring: The Local Information Service provider has the right to monitor any and all aspects of Local Agency data access and use from mobile devices.
5. Physical Protection: Unattended mobile devices must be physically stored in a safe and secured manner.
6. Users of mobile devices accessing or storing Local Agency data must comply with all applicable local, state and federal laws related to the use of mobile devices.
7. Remote Access: All users authorized to connect remotely to any Local Agency network and access Local Agency IT resources and data via the Internet must do so via the appropriate encrypted connection, such as a virtual private network or other secure method (e.g. SSL or TLS).

8. Data Security Measures: All users of mobile devices must employ security measures in accordance with their Local Information Service Provider standards.
9. Disposition: Local Agencies must ensure that prior to reuse, recycle, or disposal of any mobile device, that Local Agency data is removed. Any mobile device assigned to an employee no longer employed by the county that was used to access or store Local Agency data must be remotely wiped of all data. Loss or Theft: The loss or theft of any mobile device used to access or store Local Agency data must be reported as soon as possible to the User's manager/supervisor, Information Security Representative or Local Information Services Provider.

VIII. Security Awareness Training and Education Policy

This Policy defines the criteria for security awareness training and education in all Local Agencies.

A. Security Awareness Training

Security awareness training is designed to educate Users of their responsibilities to protect Local Agency IT resources and data, and to provide the knowledge and skills necessary to fulfill IT security responsibilities for the Local Agency.

1. Users must be made aware of County/Local Agency information and technology security policies and their security responsibilities, prior to accessing Local Agency IT resources and data.
2. Users must receive appropriate security awareness training and education relevant to their assigned job function, addressing topics including:
 - a) Appropriate use of Local Agency IT resources and data;
 - b) Responsibilities to report and/or respond to Information Security incidents;
 - c) Incident response procedures;
 - d) Expectation of privacy;
 - e) Right to monitor;
 - f) Ownership and classification of data;
 - g) Personally owned devices; and

- h) Virus and malicious code protection.
- 3. Users will have their security awareness training not less than every two years or upon a change in their access to Local Agency IT resources and data.
- 4. As applicable, Users must be informed of updates and/or changes to County/Local Agency Information Technology Security Policies.
- 5. Users must be provided periodic reminders that cover general security topics.
- 6. Records of User security awareness training must be documented and maintained by the Local Agency Department Head/General Manager or Designee.

**County of Sonoma
Information Technology and Security
Policy Manual**

Acknowledgment

I acknowledge that I have received, have been given the opportunity to read and will comply with the County of Sonoma Administrative Policy 9-2 – Information Technology Use and Security Policy Manual, issued on_____”

I understand I have the obligation to know the responsibilities to maintain the security of Local Agency IT resources and data associated with my role(s) as defined in this Policy manual.

I understand that if I voluntarily use my personally owned device to access Local Agency IT resources and data that I will comply with the personally owned section of the Mobile Computing Policy section on page 19.

I further, acknowledge that my use of Local Agency IT resources and data may be monitored, and that I have no expectation of privacy when using Local Agency IT resources or in any data I access, create, store, send or receive on any Local Agency IT resources.

Print Name

Signature

Local Agency

Date

Appendix A - Guidelines

I. Data Classification

The Data Classification policy of this manual directs Local Agencies to identify and classify Local Agency data.

These Guidelines provide examples to assign the appropriate data classification.

	Confidential (highest level of sensitivity)	Restricted (moderate level of sensitivity)	Public (low level of sensitivity)
Description	Information protected from use and/or disclosure by law, regulation or standard, and for which heightened security measures are required.	Information maintained that requires special precautions to protect from unauthorized use, access, disclosure, modification, loss, or deletion.	Information that is available for general access without review by the Data Owner and/or County Counsel.
Data Breach notification requirements	Yes. Notification required for unencrypted data. Mandated reporting and notification are not required for encrypted data.	No data breach notification requirements for Restricted data.	No data breach notification requirements for Public data.
Reputational Risk	High	Medium	Low
Disclosure Requirements	Confidential data must not be disclosed without proper prior consent from the Data Owner and/or County Counsel. To prevent inappropriate disclosure; removal, redaction, de-identification or masking of Confidential data may be required.	Restricted data must not be made available for general public access without the consent of the Data Owner and/or County Counsel. To prevent inappropriate disclosure; removal, redaction, or masking of Restricted data may be required.	Subject to Local Agency policies, Public data may be disclosed without review by the Data Owner or County Counsel
Common Data Elements (not all-inclusive)	<p>Personal Information as defined by California Civil Code Section 1798.82: An individual's first name or first initial and last name in combination, with any one or more of the following:</p> <ul style="list-style-type: none"> • Social Security Number • Driver's license number • California Identification (ID) number • Account number, credit or debit card number, in combination with any required security code, access code, or password that would permit access to 	<p>Network/Systems Data</p> <ul style="list-style-type: none"> • Event logs • Risk assessments • Disaster recovery plans • Configurations <p>Employee Data</p> <ul style="list-style-type: none"> • Employee ID numbers • Employee applications 	<p>Business Data</p> <ul style="list-style-type: none"> • Job postings • Board Agendas and Meeting Minutes • Maps • Budget • Administrative Policies <p>Employment Data</p> <ul style="list-style-type: none"> • Salary • Job Classification • Memorandum of Understanding

	Confidential (highest level of sensitivity)	Restricted (moderate level of sensitivity)	Public (low level of sensitivity)
	<p>an individual's financial account</p> <ul style="list-style-type: none"> • Medical information, including any information regarding an individual's medical history, mental or physical condition, or medical treatment or diagnosis by a health care professional • Health insurance information <p>Cardholder Information</p> <p>Credit card number/primary account number and one or more of the following:</p> <ul style="list-style-type: none"> • Cardholder name • Security Code • Expiration date <p>Peace Officer Bill of Rights (California Government Code 3300-3313)</p> <p>A peace officer's :</p> <ul style="list-style-type: none"> • Personnel records • Home address • Phone number • Date of birth • Photograph 		

Appendix B – Information Security Laws and Standards

I. Federal Laws

A. [Health Insurance Portability and Accountability Act of 1996 \(HIPAA\)](#)

Congress enacted HIPAA, in part, to protect the privacy and security of protected health information (PHI) maintained by covered entities. Covered entities include most healthcare providers (i.e., those who use HIPAA-mandated electronic codes for billing purposes), health insurance companies, and employers who sponsor self-insured health plans. The U.S. Department of Health and Human Services (HHS) is responsible for enforcing HIPAA. The two principal sets of regulations issued by HHS to implement HIPAA are the Standards for Privacy of Individually Identifiable Health Information (the “HIPAA Privacy Rule”) and the Security Standards for Individually Identifiable Health Information (the “HIPAA Security Rule”). The HIPAA Privacy Rule requires covered entities to implement policies and procedures to ensure that (a) workforce members use and disclose PHI only for permissible purposes and (b) patients and insured’s can exercise their HIPAA-mandated rights, such as the rights to access and to amend PHI. The HIPAA Security Rule requires covered entities to implement policies and procedures to ensure the confidentiality, integrity, and availability of PHI in electronic form; to protect against reasonably anticipated threats or hazards to the security or integrity of electronic PHI; and to protect against reasonably anticipated uses or disclosures of electronic PHI in violation of the HIPAA Privacy Rule.

B. [Health Information Technology for Economic and Clinical Health \(HITECH\) Act](#)

The HITECH Act, effective February 17, 2010 supplements the requirements of the HIPAA Privacy Rule and the HIPAA Security Rule. The Act requires covered entities to notify patients and insured’s whose PHI is compromised by a security breach. It extends many of the requirements of the HIPAA Privacy Rule and the HIPAA Security Rule to vendors — such as insurance brokers, billing services, and third-party administrators — who create or receive PHI when providing services to covered entities. The HITECH Act increases the penalties that HHS can impose on a covered entity for violating HIPAA or its implementing regulations.

II. State of California Laws

C. [Data Breach Notification Law \(CA Civil Code 1798.29\)](#)

California's Data Breach Notification Law requires any agency that owns or licenses computerized data that includes personal information to disclose any breach of the security of the system following discovery or notification of the breach in the security of the data to any resident of California whose unencrypted personal information was, or is reasonably believed to have been, acquired by an unauthorized person.

D. [California Public Records Act \(Government Code 6250-6276.48\)](#)

The California Public Records Act (PRA) established in 1968, describes what information is available to the public. The PRA also defines required communications to the requestor and the records that are confidential under law and therefore, exempt from disclosure.

E. [Social Security Numbers Protection \(CA Civil Code 1798.85-1798.89\)](#)

Limits the use of social security numbers by restricting public posting and display to others, e.g., in printed or mailed materials unless required by law, on identification cards, and over the Internet without proper security measures.

Privacy Electronic Communications (SB178) CA Civil Code 1798.90
SB178 describes that a government entity is prohibited from access to electronic communication or electronic device communication without a search warrant, wiretap order or electronic reader records except for emergency situations.

III. Standards

A. [Payment Card Industry Data Security Standard \(PCS DSS\)](#)

PCI DSS is an information security standard for organizations that store, process and transmit card holder data.

B. [Federal Bureau of Investigation Criminal Justice Information Services Standard \(FBI CJIS\)](#)

CJIS is an information security standard for organizations that store, process, and transmit Criminal Justice Information.

C. [International Organization for Standardization \(ISO\) 27002](#)

ISO 27002 is an information security standard that provides best practice recommendations on information security management.

Appendix C – Security Policy/Standard Waiver

County of Sonoma Security Policy/Standard Waiver

Local Agency Name: _____ Date: _____

Waiver Requester Name/Title: _____

Phone Number: _____ Email: _____

County Policy/Standard: _____

Exception Scope:

Identify the scope of the exception being requested (i.e., for all systems/Users? One system/group of Users:

Justification for Exception:

Explain why compliance with this policy/standard is not possible due to technical limitations, conflict with business requirements, or other circumstances:

Exception Risk

Explain the potential impact or risk attendant upon granting the exception:

Compensating Controls

In the absence of the controls specified by this policy/standard, what compensating controls will be implemented?

Approval and Conditions

I, hereby, acknowledge that I have reviewed the aforementioned request for a policy/standard waiver and certify that the compensating controls necessary to justify the policy/standard waiver are adequate.

1County Chief Information Security Officer or
approved designee

Date

Local Agency Department Head,
General Manager or approved designee

Date

Upon approval, scan and e-mail to issc@sonoma-county.org. The approver shall retain the original.

Please note: This waiver and its applicability must be reviewed at least annually by the requesting Local Agency. Waivers must be renewed every three years or when significant changes which affect the system categorization (e.g., Confidential, Restricted or Public), justification for noncompliance, and/or compensating controls are made.

¹ In most cases the Information Systems Director who serves as the Chief Information Security Officer will be the appropriate approver, unless otherwise noted in the individual policy or standard for which the waiver is submitted.

Information Technology and Security Terminology Glossary

Accountability - The system's ability to determine the actions and behavior of a single user within a system. Accountability shows that a particular user performed a particular action. Audit logs and monitoring are used to track a user's activity.

Administrative Measures – Defines and guides an individual's actions to preserve the security of IT resources and data; e.g., policies, procedures, security awareness training. Also referred to as administrative controls.

Administrator Accounts - Accounts that have elevated privilege to IT resources. Such accounts have the capability to circumvent security controls, configure systems, and may create other accounts as well as assign access rights to them. These accounts are limited to staff whose business function requires the use of such an account.

Availability - Ensures information is accessible to authorized users when required.

Authentication - A procedure to unambiguously establish the identity of a user, machine, device or application process before allowing access to an information resource. Authentication is typically with a password but other credentials such as digital certificates may be used

Authorization - Determines which IT resources, User, machine, device or application process is entitled to access.

Back-Up - The process of making copies of data to be used in the event of a data loss.

Breach Notification - Notification required to individuals or agencies in the event of a data breach.

Change – Any notable alteration to a system, data, and/or its configuration that could affect information security, compliance and reliable service delivery.

Compliance - Ensures compliance with laws and regulations and County policies, standards and procedures relevant to information security.

Confidential Data - Information protected from use and/or disclosure by law, regulation or standard, and for which the highest level of security measures are required.

Confidentiality - Ensures information is accessible to only those authorized to have access.

Controls – Administrative, technical, or physical measures and actions taken to try and protect systems, includes safeguards and countermeasures.

Countermeasures – Controls applied to mitigate risk; reactive in nature.

County – The County of Sonoma.

Credit Card Information – Credit card number (primary account number or PAN) and one or more of the following: cardholder name, service code, expiration date.

Data – Local Agency information that is stored, processed or transmitted in electronic, optical or digital form.

Data Breach – An information security incident in which confidential data is copied, transmitted, viewed, stolen or used by an unauthorized individual.

Data Center - Centralized storage facility that houses computer, network and telecommunications equipment.

Data Classification – A method of assigning a level of sensitivity to data to determine the extent to which it needs to be controlled and secured.

Data Custodian – Individual responsible for maintaining the confidentiality, integrity and availability of data.

Data Owner – Local Agency Department Head/General Manager or other individual authorized by law, regulation or policy to collect and manage the data that supports their business operations.

Data Steward – Individual assigned by the Data Owner to protect the confidentiality, integrity, and availability of the data that supports their business operations.

Decryption – The process of converting encrypted data back into its original form, so it can be understood.

Designee – Individual designated by a Local Agency Department Head/General Manager to perform some duty or carry out a specific role.

E-Discovery:

- Discovery documents produced in electronic formats rather than hardcopy.
- A process that includes electronic documents and email into a collection of "discoverable" documents for litigation. This normally involves both software and a process that searches and indexes files on hard drives or other electronic media. Extracts metadata automatically for use as an index.
- The process of finding, identifying, locating, retrieving, and reviewing potentially relevant data in designated computer systems.

- The process of identifying, preserving, collecting, processing, searching, reviewing and producing Electronically Stored Information(ESI) that may be relevant to a civil, criminal, or regulatory matter.

Efficiency - Ensures that implemented security safeguards do not unduly interfere with efficient and effective service delivery.

Electronic Protected Health Information (ePHI) – Individually identifiable health information that is transmitted by electronic media, or maintained in electronic media.

Electronically Stored Information(ESI) - Writings, drawings, graphs, charts, photographs, sound recordings, images, and other data or data compilations—stored in any medium from which information can be obtained either directly or, if necessary, after translation by the responding party into a reasonably usable form.

Elevated Privilege – Administrative permission to IT resources. See also – [Administrator Accounts](#).

Encryption - A process that transforms readable data into a form that appears random and unreadable to unauthorized users.

Exploit - A process or tool that will attack a vulnerability in an asset.

Guest Account – Also, known as a Guest User ID, used to access very limited network resources (i.e., the Internet).

Guidelines – General recommendations or instructions that provide a framework for achieving compliance with information security policies.

High-Risk application – The loss of confidentiality, integrity, or availability of the data or system that could have a significant adverse impact on the county's operations.

Identification - Means to distinguish individual users, machines, devices and application processes. Multiple identifiers can be associated with a given subject for different purposes. An individual user, for example, may be known by an account name in a Microsoft windows domain, by the distinguished name on a digital certificate or by a Microsoft windows issued security identifier.

Information Security Incident – An Information Security Incident is defined as any adverse event that compromises the security of Local Agency IT resources or data, or otherwise violates Local Agency or County Information Security Policy. Information Security Incidents may involve:

- Attempts (either failed or successful) to gain unauthorized access to Local Agency IT resources
- Unwanted disruption or denial of service

- Unauthorized or inappropriate use of Local Agency IT resources
- Unauthorized change to a Local Agency IT resource's hardware, firmware or software
- Virus, worm or other malicious code attacks
- Loss, or unauthorized disclosure, use or access of Confidential Data
- Compromised User account or password
- Loss or theft of any Local Agency IT resource

Information Security Representative – Individual designated by Local Agency Department Head/General manager who is responsible for coordinating information security within their Local Agency.

Information Security Steering Committee - Coordinating body for all County information security-related activities and is composed of the County Privacy Officer, Information Security Officer and individuals designated by the IT Governance Council.

Information Technology (IT) Resources - Information Technology (IT) resources include but are not limited to the following:

- Computers and any electronic device including personally owned devices, which, create, store or process Local Agency data:
 - Servers, workstations, desktops, mainframes, copiers, faxes, related peripherals;
 - Mobile Devices
 - Portable computers such as laptops, notebooks, netbooks, and tablet computers
 - Portable storage media such as tapes, compact disks (CDs), digital versatile disks (DVDs), flash drives, and universal serial bus (USB) drives
 - Smart Phones, pagers, digital cameras, cell phones, digital voice recorders
- Electronic messaging systems e.g., electronic mail (e-mail), instant messaging;
- Network connections (wired and wireless) and IT infrastructure including, routers, switches, firewalls and;
- County licensed or developed software

Information Technology (IT) Resource Owner - Individual assigned from within the Local Agency who is responsible for ensuring appropriate protection from unauthorized use, access, disclosure, modification, loss or deletion.

Integrity – Ensures information is complete, accurate and protected against unauthorized modification.

Litigation Hold - A written directive advising data custodians of certain documents to preserve all data including Electronically Stored Information (ESI) that may relate to a legal action.

Local Information Services Provider – Provider of network infrastructure, network access, data storage or e-mail services to Local Agencies. This refers to the County Information Systems Department, Human Services Department Information Integration Division, Sonoma County Sheriff's Office Technical Services Bureau, and County Water Agency Computer Application and Instrumentation Support Section.

Logical Measures – Please see [technical measures](#).

Logon Banner - Notice presented to an individual prior to accessing Local Agency IT Resources, which prohibits unauthorized access, and includes notice of monitoring and recording an individual's activities.

Malicious Software (Malware) – Programming or files developed for the purpose of doing harm. Malware includes, viruses, worms, Trojan horses, etc.

Mobile Devices - The following is a representative and non-inclusive list of mobile devices:

- Portable computers such as laptops, notebooks, netbooks, and tablet computers
- Pagers, digital cameras, cell phones, digital voice recorders
- Portable storage media such as tapes, CDs, DVDs, flash drives, and USB drives
- Smart Phones

Notice Triggering Data – Data if breached requires notification to individuals and/or agencies.

Patch - Software to repair a defect in an operating system, application or device.

Personal Information – Information containing any of the following in combination with a first initial or first name and a last name:

- Social Security number;
- driver's license number or California Identification Card number;
- an account number, credit or debit card number, in combination with any required security code, access code, or password that would permit access to an individual's financial account;

- medical information, including any information regarding an individual's medical history, mental or physical condition, or medical treatment or diagnosis by a health care professional or;
- Health insurance information.

Personally owned Devices- The following is a representative and non-inclusive list of mobile devices wholly owned by a user to work on or access Local Agency data:

- Portable computers such as laptops, notebooks, netbooks, and tablet computers
- Pagers, digital cameras, cell phones, digital voice recorders
- Portable storage media such as tapes, CDs, DVDs, flash drives, and USB drives
- Smart Phones

Physical Measures – Controls the physical access to preserve the security of IT resources and data; e.g., locked doors, surveillance cameras, proximity identification cards. Also referred to as physical controls.

Piggybacking - The attempt to gain physical access that has not previously been authorized i.e.; one person following another without individually swiping his or her Proximity Identification Card.

Policy – High level statements providing information security directive and mandates for the County workforce.

Public Data - Information that is available for general access without review by the Data Owner and/or County Counsel.

Procedure – Step-by-step instructions for reinforcing information security policies.

Restricted Data - Information that requires special precautions to protect from unauthorized use, access, or disclosure.

Safeguards – Controls applied to mitigate potential risk; proactive in nature.

Security – Preservation of the confidentiality, integrity and availability of IT resources and data.

Security Measures – A combination of controls and safeguards to preserve the security of IT resources and data.

Secure Socket Layer(SSL) - Encryption technology that provides a secure connection between a web system and a user's web browser.

Sensitive Information – Information classified as either Confidential - Information protected from use and/or disclosure by law, regulation or standard, and for which the

highest level of security measures, or Restricted - Information that requires special precautions to protect from unauthorized use, access, or disclosure.

Shared Account (also known as a Shared User ID) – Account shared among more than one individual for a specific business purpose (i.e., an e-mail resource/calendar).

Standards – Defined minimum requirements to ensure compliance with an information security policy.

Store – The placement of data in either temporary or permanent memory (that is, in “storage”), such that the information can be accessed or retrieved.

Storage – See [Store](#).

Strong passwords - Passwords provide the first line of defense against unauthorized access to your computer. The stronger your password, the more protected your computer will be from malicious individuals and malware. Passwords may not contain two consecutive characters of the user's full name or User ID (Account Name).

The strong password contains characters from three of the following categories:

1. Password must be 8 characters in length.
2. Passwords must combine three or more of:
 - a. Uppercase letters of European languages (A through Z)
 - b. Lowercase letters of European languages (A through Z)
3. Base 10 digits (0 through 9)
4. Non-alphanumeric characters (special characters) (for example, \$, #, %)

Technical Measures – Utilizes technology to preserve the security of IT resources and data, e.g., anti-virus software, encryption, firewalls. Also referred to as logical controls.

Telework - A work flexibility arrangement under which an employee performs the duties and responsibilities of such employee's positions, and other authorized activities, from an approved worksite other than the location from which the employee would otherwise work.

Third-Party – Any non-County individual or organization that develops, installs, delivers, manages, monitors, or supports any Local Agency IT Resource.

Threat - Any potential danger to an IT Resource.

Transport Layer Security (TLS) - secure protocol that provide communication security in the county work. TLS is the successor to SSL.

User – Workforce members authorized to access Local Agency IT Resources.

User Provisioning – Creation, maintenance, privilege assignment and deactivation of individual accounts.

User ID – Unique identifier assigned to an individual, for example, JSMITH.

Vulnerability - A flaw or weakness in system security procedures, design, implementation, or internal controls that might be exercised (whether accidentally or intentionally) and cause a security breach or a violation of the system's security policy.

Workforce – Employees or any other individual performing work on behalf of or with approval of Local Agencies.

Development and Revision History

Version	Date	Chapter/Section/Page#	Details
1.0	3/2014	All	Revised policy manual entitled IT Use and Security Policy Manual
2.0	1/2016	Page 31	Added strong password and high risk application in the glossary
3.0	3/25/2016	Page 31 Page 19 Page 26 Page 16	Revised strong password Added Mobile Computing for personally owned Devices Grammatical changes Revised URL links for Federal, State and local laws Removed "H" Local Information Services Providers. This is a duplicate of "D" Removed "I" Users. This was a duplicate of "A" users. K: Personal Use/Union Use: Added Recognized Employee Unions Added Personally owned device in glossary
4.0	4/1/2016	TOC Page 19	Verified removal of duplicate "users" section Updated Table of contents to include Appendix C Removed "when technically possible language under VII.G.2 Removed "when technically possible
5.0	4/7/2016	Page 19	Mobile Computing A2. Revised Mobile Computing to "Users refusing to sign the Personally Owned Mobile Device agreement will not result in disciplinary action."

6.0	5/13/2016	Page 19	Removed Appendix C "Personally owned Mobile Device agreement". Moved language to Mobile Computing section to include user friendly language.
7.0	6/10/2016	Page 19	Minor proposed updates in the mobile computing section.
8.0	6/29/2016	Page 25	Updated security awareness training section item 3 to include regular security awareness training and upon a change a change in their access.
9.0	8/18/2016	Page 18	Removed Unacceptable use #2 and added specific statements of unacceptable use from the current computer use policy
10.0	8/18/2016	Page 19	A. Personally Owned Mobile Device Revised Item #1 Expectation of Privacy to say : "Users cannot be required to use their personally owned mobile devices to work on or access Local Agency IT Resources" Item #3": Modified sentence to "view" Users should also be aware that they can view but not store confidential or restricted data on their personally owned device Item 9: Removed: Any changes in services must be reported to their supervisor or manager.
11.0	8/24/2016	Page 18	Unacceptable Use: Feedback that the phrase "which the Local Agency may deem inappropriate" was too broad; added specific language from current Computer Use Policy, as discussed.
12.0	9/29/2016	Page 8	Added under Users: Complying with the Mobile Computing section of this policy if using a mobile device to work

		Page 14	on or access Local Agency IT resources or data. Use of Electronic Messaging Enhanced definition of personal messaging service. Underlined the statement about law enforcement: <u>Law enforcement and/or other Local Agency workforce may be exempted from these restrictions during the performance of legitimate job responsibilities.</u>
		Page 19-20	Updated Personally Owned Device sub-section of the Mobile Computing Section: 11. Updated wording that the Local Agency will attempt to remotely wipe data from their personally owned device if the device is lost or stolen. 13. Added that unattended mobile devices must be physically stored in a safe and secure manner.
		Page 23	Added statement under the acknowledgment form agreeing to comply with personally owned device portion of the policy: <i>I understand that if I voluntarily use my personally owned device to access Local Agency IT resources and data, I must comply with the Personally Owned Devices sub-section of the Mobile Computing section of this policy.</i>
13.0	11/16/2016	Page 14-15	Use of Local Agency IT Resources and Data Policy– Use of electronic messaging: Added for clarity on page 15: “social media accounts or email accounts (e.g. texting, Twitter,

		Page 19	<p>Facebook Messenger, Yahoo, Gmail).”</p> <p>Mobile Computing (Personally Owned Devices) Broke out the expectation of privacy into two paragraphs (#1 & #2) for readability: The County of Sonoma will only request access to the personally-owned device and password in order to implement security controls; to respond to litigation hold (aka e-discovery) requests arising out of administrative, civil, or criminal directives, Public Record Act Requests, and subpoenas; or as otherwise required or permitted by applicable state or federal laws. Such access will be performed by an authorized Local Information Service Provider technician or designee using a legitimate software process. Added in “when technically feasible” under #4.</p>
		Page 14-Page 15	<p>Removed “Users should not use a personal email account (e.g. yahoo.com, gmail.com) to conduct Local Agency business on their personally owned mobile device.” This is already addressed on Page 15 (Use of Electronic Messaging). Added in a sentence on Physical Protection: “Unattended mobile devices must be physically stored in a safe and secured manner.”</p>
		Page 23	<p>Added this wording to the Acknowledgment, “I understand that If I voluntarily use my</p>

			personally owned device to access Local Agency IT resources and data that I will comply with the personally owned section of the Mobile Computing Policy section on page 19.”
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Computer Use Policy 9-2 – Summary of 2017 Proposed Updates and Suggested Guidelines

- Q. Why is the policy being updated?
- A. The current Computer Use Policy 9-2 was adopted in 2005. Revisions are needed to address newer technology such as smart phones and other portable devices (including use of personal devices and accounts) and to update security protocols to ensure the integrity of the County's data system.
- Q. Who does the policy apply to?
- A. All users of the Local Agency IT resources and data (to be adopted by the County, designated outside Special Districts, including Open Space, the Water Agency and Community Development Commission).
- Q. Do I have any privacy rights when using a County device?
- A. No. As with the existing policy 9-2, users do not have any expectation of privacy when using a County device.
- Q. Can I use my computer or other County device for personal business?
- A. Reasonable and limited personal use/union use remains an authorized use if the policy is followed. (See Section IV, J.)
- Q. Does the policy prohibit using *private devices*?
- A. The policy does not prohibit using private, personally owned devices such as smartphones, laptops, notebooks, tablets to access the Local Agency network. However, to access the network, it does require that the devices first be authorized by the Local Information Service Provider (e.g. ISD), be subject to security protocols and limitations, and the use approved by the user's manager. Subject to needing access for passwords, Public Records Act requests, subpoenas or as otherwise required by law, the County will respect the privacy of a user's voluntary use of personally-owned device to access Local Agency IT resources. Users cannot be required and/or can refuse to use their personally-owned devices to work on or access Local Agency resources. (See Section IV., L.; VII., A). Please also see the below Guidelines for using private devices to conduct County business.
- Q. Does the policy prohibit using *private accounts* to conduct County business?
- A. The use of personal electronic messaging services, social media accounts or email accounts (e.g., texting, Twitter, Facebook Messenger, Yahoo, Gmail) to conduct

County business is prohibited. (See Section IV.H.1.). While **law enforcement and/or other Local Agency workface may be exempted from these restrictions during the performance of legitimate job responsibilities, this is a limited exception**. Please also see the below Guidelines for using private accounts for conducting County business.

[Note: Incidental, non-substantive communications such as “meet you in the hall,” or “running late,” is allowed.]

Q. Do I still have to comply with the Public Records Act and Records Retention Policies of the County if I am using my private device or private account under an exception?

A. Yes, as has always been required under the existing Policy 9-2. Documents and communications on personal devices/private accounts may be considered to be “public records”; as such, the County’s records retention policies apply to such records, and employees must properly retain, preserve, manage, or dispose of any public records that may reside in their private accounts/personal devices.

Q. Can I be disciplined for failing to follow the policy?

A. Yes, up to and including termination.

Q. Can I be exempted from the policy?

Exceptions to the Policy may be approved if there are sufficient justifications for the exception, the risks are weighed and mitigated and the request is made in writing and approved in advance by the Local Agency Department Head/General Manager, the Information Security Steering Committee and the Chief Information Security Officer or Designee.

Q. What else does the new policy do?

Amongst other things, the new policy defines Roles and Responsibilities, establishes new Security Awareness Training and Education policies, establishes guidelines in Appendix A for Data Classification for Local Agency data, establishes a security policy waiver in Appendix C, and adds a Glossary of Terms.

SUGGESTED GUIDELINES FOR USE OF PERSONAL DEVICES AND/OR PERSONAL ACCOUNTS FOR CONDUCTING COUNTY BUSINESS

- Requests made under the California Public Records Act for public records may require County employees and officers to search their personal devices and private accounts for public records related to the request, and may require documentation and verification of the efforts taken. In order to help facilitate the County's response to Public Records Act requests and reduce the burden on responding employees and officers, County employees and officers are encouraged to conduct all County business by using their County accounts on County-issued electronic devices.
- If County business is conducted using a private account or personal device, then all County business data (i.e. messages, texts, photographs, audio or video recordings, notes, communications, etc.) should be moved or copied by the employee from the private account/personal device to the employee's County email account, database or County-issued electronic device for proper retention. The transferred communication should be deleted from the private account/personal device once the communication has been transferred to the appropriate County system.
- Should County employees elect to conduct County business using personal devices/private accounts, they should be aware that: (1) doing so may result in them having to engage in a time-consuming search of their private device to try and locate public records in response to a Public Records Act request; (2) use of personal accounts to conduct County business may result in the employee being individually named in litigation regarding the records; and (3) individual privacy may be impacted.
- If you have any questions regarding Computer Use Policy 9-2, do not hesitate to contact County Counsel.



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: December 12, 2017

Vote Requirement: Majority

Department or Agency Name(s): Probation

Staff Name and Phone Number:

Marcella Chandler, 565-6211

Supervisory District(s):

Countywide

Title: Juvenile Sex Offender Treatment Service Agreement Amendment

Recommended Actions:

Authorize the Chief Probation Officer to amend the Professional Services Agreement with Blue Rock Institute dba the San Francisco Forensic Institute for the provision of treatment services for sexually abusive youth to provide for a rate increase for the contract term of June 14, 2016, through June 30, 2019, with a new maximum amount of \$395,000, and to execute up to two one-year contract renewal options up to of \$175,000 per year for a total contract maximum value of \$745,000.

Executive Summary:

The Probation Department requests Board approval to amend the executed Professional Services Agreement with Blue Rock Institute dba San Francisco Forensic Institute, which provides treatment services for sexually abusive youth, for a fee schedule revision and total contract limit increase of \$86,300. Sonoma County's Juvenile Sex Offender Program involves supervision and monitoring of the sex offender caseload in coordination with court-ordered clinical treatment of the offenders. The service model is in keeping with current research on the appropriate treatment of sexually abusive youth. The Probation Department provides supervision and case management to approximately 20 juvenile sex offenders per year, which includes the provision of validated assessment, individual, group, and family treatment of these youth.

The contract approved by the Board of Supervisors on June 14, 2016 was awarded to Counseling and Psychology Centers, Inc. (CPCI) beginning July 1, 2014. The contract was terminated, however, due to the contractor's inability to meet the terms and serve the clients' needs as agreed, in part due to the fact their home base and service model was out-of-state. A subsequent RFP was initiated, and one bidder submitted a response, San Francisco Forensic Institute (SFFI).

During the negotiation process with SFFI, the payment and services structure was modeled after the one that was in place with CPCI. After a full year of service, all parties agreed that the quality, duration,

level, and structure of the services from SFFI, along with the cost of their services coupled with the fact they are based in San Francisco, are more appropriate for our clients' needs, as well as being less costly. The services provided are exemplary and in line with program goals of mitigating and ceasing instances of sexual misconduct in Sonoma County's youth offenders, and the department has developed a collaborative relationship with SFFI. As such, staff recommends adoption of the revised rates and maximum contract amount.

Discussion:

In March of 2014, the Probation Department issued a Request for Proposals to identify providers of treatment services for sexually abusive youth who are able to remain in the community based on their assessed risk to reoffend. Counseling and Psychotherapy Centers, Inc. was awarded a three year contract beginning July 1, 2014. In December of 2015, staff made the decision to terminate the contract, due to the contractor's inability to meet the terms of the agreement. A new RFP was released in March of 2016. Only one proposal was submitted and the bidder, San Francisco Forensic Institute, was found by the members of the evaluation committee to be highly qualified. The evaluation committee was composed of County staff from Probation, Behavioral Health and the Public Defender's Office. Criteria used for evaluating the proposal included the firm's experience with similar projects, qualifications, proposed service delivery design, organizational capacity, proposed collaboration with County departments, and references.

Description of Services

The treatment model is consistent with the Guidelines for the Assessment and Treatment of Sexually Abusive Juveniles (CCOSO, 2013) including the use of the Collaborative Model. The primary therapy modality is Cognitive Behavioral Therapy, which involves a number of strategies such as relapse prevention, psycho-education, cognitive restructuring, emotional management, impulse control, arousal management, social skill development and victim awareness. The consultant is also certified by the California Sex Offender Management Board to deliver treatment to young adults paroled from the Department of Juvenile Justice Programs to Sonoma County Juvenile Probation.

Provider Rate Increase

On September 17, 2017, SFFI requested fee schedule increases. The relationship between San Francisco Forensic Institute (SFFI) and Sonoma County Probation was new upon the RPF of 2016. They are a smaller organization with administrative offices closer to Sonoma County than the previous service provider, which has proven to better fit the needs of the Program. They are very responsive to Probation's clients' needs and have demonstrated positive program outcomes.

In contract negotiations with SFFI, both parties did their best in coming together with the estimate of the number of clients, their needs, services, and the costs of doing business. This was based in part on the number of services provided under CPCI. As the former provider lacked capacity, the caseload statistics used in developing a budget with SFFI were unnaturally low. CPCI didn't have the clinical staff to serve the sexually abusive clients; the estimated budget developed for SFFI was thus lower than what it actually would have been had CPCI been fully staffed.

Prior Board Actions:

Annually, beginning June 14, 2016, the Board authorized execution of an agreement for juvenile sex offender treatment with SFFI.

Strategic Plan Alignment Goal 1: Safe, Healthy, and Caring Community			
Services provided under the agreement include evidence-based interventions to build skills and prevent recidivism among sexually abusive youth.			
Fiscal Summary			
Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses	102,900	155,000	175,000
Additional Appropriation Requested			
Total Expenditures	102,900	155,000	175,000
Funding Sources			
General Fund/WA GF			
State/Federal	102,900	155,000	175,000
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources	102,900	155,000	175,000
Narrative Explanation of Fiscal Impacts:			
<p>The original total annual budget amount for this agreement was for \$102,900. \$51,450 of State/Federal funding from the Youthful Offender Block Grant (YOBG – Sub Section #27017514) and \$51,450 of County General Fund has already been appropriated for the first year of this agreement.</p> <p>During fiscal year 2016-2017, actual costs were \$88,355 due to program development and caseload numbers. FY 17/18 approved appropriations are \$102,900, while projected costs are \$151,000. Annual costs for FY 18/19 and FY 19/20 are estimated at \$155K and \$175K respectively.</p>			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
None.			
Attachments:			
Attachment 1: Amendment to the Agreement with San Francisco Forensic Institute			

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

None.

**AMENDMENT NO. 1
TO
THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE SONOMA COUNTY PROBATION DEPARTMENT
AND
BLUE ROCK INSTITUTE DBA SAN FRANCISCO FORENSIC INSTITUTE**

This Amendment No. 1, is entered into by and between the County of Sonoma, a political subdivision of the State of California ("County"), and Blue Rock Institute dba San Francisco Forensic Institute, a California Corporation, and California certified small business (hereinafter "Consultant").

RECITALS

WHEREAS, COUNTY and CONSULTANT entered into an Agreement for the provision of early intervention and prevention services for sexually abusive juvenile offenders effective June 14, 2016 ("the Agreement"); and

WHEREAS, Section 8 of the Agreement provides that the parties may modify or amend the Agreement in writing

WHEREAS, in the judgment of the Board of Supervisors, it is necessary and desirable to employ the services of Consultant for the provision of treatment services for sexually abusive youth in Sonoma County juvenile offenders.; and

WHEREAS, the parties wish to amend the Agreement for the purpose of increasing the rates of services beginning January 1, 2018, and increasing the contract limit to reflect a more accurate units of service provided and increase the Consultant rate to reflect more reasonable operating cost increases.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

1. 2.1 Payment, shall be amended to read as follows:

2.1 Payment. For all services required and incidental costs incurred hereunder, Consultant shall be paid in accordance with the rates set forth in the estimated budget and Fee Schedule, attached hereto as Exhibit "B2" and incorporated herein by this reference. The amount to be paid to Consultant for all services performed under this Agreement shall not exceed three hundred ninety-five thousand dollars (\$395,000). Such amount is not an estimate or minimum guarantee of payment under the Agreement; the amount to be paid under this Agreement shall be made in accordance with the terms set forth herein.

2. All other provisions of the Agreement are unchanged, and shall remain in full force and effect throughout the remaining balance of the term of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 on the dates indicated below.

COUNTY: COUNTY OF SONOMA

CONSULTANT: Blue Rock
Institute dba San Francisco Forensic
Institute

APPROVED AS TO
SUBSTANCE FOR COUNTY:

By: 

By: _____

Name: Cynthia Rinker

David Koch, Chief Probation Officer

Title: ADMIN DIRECTOR

Date: _____

Date: 11/28/17

APPROVED AS TO FORM FOR COUNTY:

By: 
County Counsel

Date: 11-17-17

CERTIFICATES OF INSURANCE ON
FILE WITH:

Marcella Chandler, Department Analyst

Exhibit B2: Revised Fee Schedule

The following chart outlines cost of service and encompasses all program delivery costs including all personnel/non-personnel direct costs and indirect costs.

Service	Rate	Detail
Individual therapy	\$130/hour	60 minute sessions, weekly
Family therapy	\$125/hour	60 minute sessions, monthly
Group therapy	\$353/90 minutes	90 minute group, weekly
Parent group	removed	90 minute group, monthly
Intake/assessment	\$625/youth	Report to be provided to Probation upon completion of intake/assessment
Additional testing	\$213/youth	As needed
Polygraph	\$400/test	As needed
Quarterly progress reports and Discharge Summaries	\$38/report	Detailed progress report to be provided quarterly and at discharge to Probation
Monthly summary and concern reports	No charge	Short, bulleted reports on attendance and any concerns the clinician may have
Monthly Containment / meeting participation in collaborative meetings with Probation staff	\$130/hour	Typically clinician and supervisor, some participation will occur via Skype
Weekly consultation beyond 30 minutes	\$120/hour	As needed
Court testimony	\$225/hour	As needed
No show for Individual therapy	\$98 / occurrence	Probation will be informed of each occurrence



County of Sonoma Agenda Item Summary Report

Agenda Item Number: 24

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

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

To: Board of Supervisors

Board Agenda Date: December 12, 2017

Vote Requirement: 4/5

Department or Agency Name(s): Probation Department

Staff Name and Phone Number:

Lisa Valente, (707) 565-6261

Supervisorial District(s):

All

Title: Keeping Kids in School Professional Services Agreement Amendment and Budget Adjustment

Recommended Actions:

The recommended action is for the Board to approve and authorize the Chief Probation Officer to extend the Agreement with Seneca Family of Agencies, extend the MOUs with school districts, and approve necessary budget adjustments to provide case management services to students with truant behaviors and their families through June 30, 2018 and protect the integrity and continuity of services through the end of the school year.

- (1) Authorize the Chief Probation Officer, on behalf of the County, to extend the term of Agreement with Seneca Family of Agencies to June 30, 2018 and increase the limit by \$340,000 for the Keeping Kids in School (KKIS) program.
- (2) Authorize the Chief Probation Officer, on behalf of the County, to extend the MOUs with the following school districts to receive Keeping Kids In School Project case-management services for students with truant behaviors and their families through June 30, 2018:
 - a. Cotati-Rohnert Park Unified School District
 - b. Forestville Union School District
 - c. Guerneville Elementary School District
 - d. Petaluma City Schools
 - e. Santa Rosa City Schools
 - f. Sebastopol Union School District
 - g. Sonoma County Office of Education
 - h. Sonoma Valley Unified School District
 - i. West Sonoma County Union High School District
- (3) Adopt Resolution adjusting the FY 17-18 budget, increasing appropriations and reimbursement in the Probation Department Juvenile Grant budget by \$347,456.

Executive Summary:**Background**

In 2014, Probation competed for and won a \$2.145 million Justice Assistance Grant (JAG) to implement a K-12 prevention and intervention program that addresses positive school attendance by providing individualized case management services while supporting strong, multi-tiered school and county attendance improvement systems. Ultimately, the grant provided an average of \$686,263 per year for three years (2015-2017) to fund the Keeping Kids In School Initiative (KKIS). The grant has funded case management services provided under contract with Seneca Family of Agencies, a local community based organization; 1 FTE Program Manager employed by Probation to oversee the program; flexible funding to support student/family/school interventions; and a process and outcome evaluation conducted by WestEd. Currently, the program serves nine school districts throughout the county at various sites.

The current funding structure is set to expire on December 31, 2017. It is in the best interest of the students, school, and community to continue services through the end of the 2017-18 school year. The Sonoma County Probation Department is requesting authority to extend the Agreement with Seneca Family of Agencies, extend the MOUs with partner school districts, and appropriate \$347,456 from Juvenile Probation Activity Funds (part of the Enhancing Law Enforcement Activities Subaccount, funded by state Vehicle Licensing Fees) to continue existing services through June 30, 2018. Sustainability plans continue to be developed in collaboration between program staff and individual districts for future years to meet the needs of each site and an update will be provided in January, 2018.

Discussion:

The Keeping Kids in School program is part of a larger countywide school success framework, consistent with the Board of Supervisors' priority of ongoing investment in education, and supported by a broad group of stakeholders collaborating to improve connection to school in Sonoma County. Partially due to the generosity of organizations like the John Jordan Foundation supplementing our intervention budget, KKIS was able to expand services to two additional school districts during its second year of implementation. Currently nine school districts throughout the county receive KKIS services: Cotati-Rohnert Park USD, Forestville USD, Guerneville Elementary School District, Petaluma City Schools, Santa Rosa City Schools, Sonoma County Office of Education, Sebastopol Union School District, Sonoma Valley USD, and West Sonoma County High School District.

Since August 2015, KKIS has served over 370 individual students and families. The program has documented over 15,000 contacts and over 2,400 strategic interventions on behalf of individual program participants. Interventions have included both home and school-based interventions, transportation support, mental/behavioral health referrals, incentives, mentoring, family services, pro-social activities, etc.

In addition to individualized support, program staff and case managers have provided technical assistance to partner schools/districts to improve school-wide attendance systems. School-wide support has included activities such as revamping tardy procedures, systematizing attendance letters, developing and supporting incentive programs, supporting staff development, providing relevant staff trainings, etc.

As sustainability plans are continuing to be explored (see below), the current contract with Seneca and the school district MOUs are set to terminate on December 31, 2017, mid-school year which threatens the integrity and good work of the Keeping Kids in School (KKIS) program. As Probation is committed to supporting prevention and intervention programs that deter entry into the juvenile justice system and acknowledges that a disruption in services mid-year could be detrimental to the efficacy of the program, Probation is requesting to maintain program services until the end of the school year.

With respect to program sustainability, Probation is committed to cultivating a positive, sustainable program model in collaboration with our school communities since this program began. Probation is proud to report that the KKIS program model is now included in the Portfolio of Model Upstream Programs (tier 3) where all schools can access, understand, and replicate key elements of the model. Additionally, Santa Rosa City Schools recently received a three-year grant to support reducing chronic absenteeism for their district and we will support this continued effort in any way possible.

In collaboration with WestEd, Probation is developing an enhanced version of the KKIS program, which will be funded by a National Institute of Justice research grant with a hopeful program date to begin January 1, 2018.

Prior Board Actions:

May 19, 2015, the Board of Supervisors authorized the Chief Probation Officer to execute an Agreement with Seneca Family of Agencies to provide case management services for youth experiencing school attendance problems and their families.

On April 14, 2015, the Board of Supervisors received an update on the Keeping Kids In School Project, provided by Probation and partner agencies involved in the project.

December 9, 2014, the Board of Supervisors passed, approved, and adopted a resolution that authorized the Chief Probation Officer on behalf of the Board of Supervisors to take the following actions: 1) submit the Justice Assistance Grant (JAG) proposal for this funding; 2) sign the JAG Grant Agreement with the California Board of State and Community Corrections; 3) accept funding for the period March 1, 2015, through December 31, 2017, in the amount of \$2,145,000; and 4) add 1.0 FTE Department Program Manager, effective March 1, 2015, contingent upon securing the JAG Grant, which would fund the position.

Strategic Plan Alignment Goal 3: Invest in the Future

Consistent with prior Board approval and the Sonoma County Probation Department's Strategic Plan Goal of Invest in the Future, the Keeping Kids in School program invests upstream by implementing research-based practices to improve school attendance of truant students. Connection to school is a known protective factor preventing future entry into the criminal justice system. Additionally, these practices position students for economic and workforce success.

Fiscal Summary			
Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses			
Additional Appropriation Requested	347,456		
Total Expenditures	347,456		
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance	347,456		
Contingencies			
Total Sources	347,456		
Narrative Explanation of Fiscal Impacts:			
<p>The \$347,456 being requested from Juvenile Probation Activity special revenue fund will fund: \$340,000 to Seneca Family of Agencies for ongoing case management services and Services and Supplies for Subsection 27012300 in the amount of \$7,456. The funding source is specifically allocated by the state to enhance local services to delinquent youth and their families, or in support of diversion services for at-risk youth.</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:			
<p>Attachment 1: Amendment No. 4 To Agreement for Professional Services with Seneca Family of Agencies Attachment 2: Amendment No. 2 To MOU with Petaluma City Schools, and Amendment No. 1 with the school districts of Cotati-Rohnert Park, Forestville Union, Guerneville Elementary, San Rosa City, Sebastopol Union, Sonoma Valley Unified, West Sonoma County Union High, and the Sonoma County Office of Education Attachment 3: Resolution to adjust Probation Department Budget</p>			

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

**AMENDMENT NO. 4
TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE SONOMA COUNTY PROBATION DEPARTMENT
AND
SENECA FAMILY OF AGENCIES**

This Amendment No. 4, is entered into by and between the County of Sonoma, a political subdivision of the State of California ("County"), and Seneca Family of Agencies, a California non-profit corporation, hereinafter referred to as ("Consultant").

RECITALS

WHEREAS, COUNTY and CONSULTANT entered into an Agreement for the provision of case management services for students experiencing school attendance problems, and their families, dated May 19, 2015, including all extensions thereof (collectively, the "Agreement");

WHEREAS, Section 8 of the Agreement provides that the parties may modify or amend the Agreement in writing; and

WHEREAS, the parties wish to amend the Agreement for the purpose of extending the term to June 30, 2018, and increasing the contract limit to accommodate the extended term.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

1. Paragraph 2. Payment, shall be amended to read as follows:

2. Payment. For all services and incidental costs required hereunder, Consultant shall be paid on a time and material/expense basis in accordance with the fee schedule set forth in Exhibit B2. Payments for services rendered for the remaining term of January 1, 2018 to June 30, 2018 shall not exceed \$340,000, without the prior written approval of County.

Paragraph 3. Term of Agreement, shall be amended to read as follows:

3. Term of Agreement. The term of this Agreement shall be from May 19, 2015, to June 30, 2018, unless terminated earlier in accordance with the provisions of Article 4 below. Consultant's obligations set forth in Sections 1.2, 5, 8, 9, and 15 shall survive after such termination.

2. All other provisions of the Agreement are unchanged, and shall remain in full force and effect throughout the remaining balance of the term of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 4 effective on the dates indicated below.

CONSULTANT: Seneca Family of Agencies

By: _____

Name: _____

Title: _____

Date: _____

COUNTY: COUNTY OF SONOMA

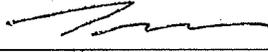
APPROVED AS TO
SUBSTANCE FOR COUNTY:

By: _____

David Koch, Chief Probation Officer

Date: _____

APPROVED AS TO FORM FOR COUNTY:

By:  _____
County Counsel

Date: 11-17-12

CERTIFICATES OF INSURANCE ON
FILE WITH:

Lisa Valente, Program Manager

Exhibit B2: Fee Schedule

The following chart outlines expected program delivery cost of services including all personnel direct costs and indirect costs for June 2015 to January 2018 for the project. The project costs shall not exceed \$340,000 for this period.

Payroll: Case Manager (loaded)	FTE/Rate	
Program Director	0.17	\$ 907
Program Supervisor	1.00	\$ 3,405
Case Manager	8.00	\$ 20,873
Total Salaries		\$ 25,185
Benefits	26.0%	\$ 6,548
Allocable	14.0%	\$ 4,443
Total Payroll		\$ 36,175
Hours to work budgeted	900.00	
Total Case Manager FTE	8.00	
Direct Hourly Rate Case Manager	\$ 40.19	
Total Case Manager Payroll		\$ 289,403
Payroll: Case Assistant	0.75	\$ 16,524
Benefits	26.0%	\$ 4,295
Allocable	14.0%	\$ 2,914
Total Payroll		\$ 23,733
Hours to work budgeted	900.00	
Total Case Assistant FTE	0.75	
Direct Hourly Rate Case Assistant	\$ 26.37	
Total Case Assistant Payroll		\$ 23,733
Total Personnel		\$ 313,136
Operations: Program Support		
Office Supplies		\$ 900
Telephone		\$ 2,698
Postage		\$ 204
Conference & Training		\$ 1,000
Mileage Reimbursement		\$ 9,240
Staff Recruitment		\$ 1,096
Total Program Support		\$ 15,138
Operations: Occupancy		
Facility Interest		\$ 510
Utilities		\$ 390
Building Maintenance		\$ 468
Expendable Equipment		\$ 500
Equipment Lease		\$ 312
Depreciation Expense		\$ 474
Total Occupancy		\$ 2,654
Flex Funds		\$ 3,000
Total Operations		\$ 20,792
Allocable on Operations		\$ 2,911
Total Expenses		\$ 336,839

Exhibit B2: Fee Schedule continued

Maximum costs for all services under this agreement shall not exceed One Million Seven Hundred Eighty-Three Thousand and Sixty-Five Dollars (\$1,783,065). This program shall provide services to at least 750 students and/or families during the contract term.

Documentation of Direct Services and Non-personnel Direct Costs: Consultant shall provide details, including names of Participants and staff, dates and locations of service and non-personnel direct costs.

Flex Fund will be used for the direct needs of students and their families to remove barriers to school attendance. All expenditures of flex funds need to be approved in advance by the KKIS program manager. The County will approve/deny flex funds requests within two business days.

**AMENDMENT NO. 2
TO MEMORANDUM OF UNDERSTANDING
BETWEEN
THE SONOMA COUNTY PROBATION DEPARTMENT
AND
PETALUMA CITY SCHOOLS
FOR
KEEPING KIDS IN SCHOOLS SITES**

This Amendment No. 2 is entered into by and between Sonoma County Probation Department (Probation) and Petaluma City Schools (PCS).

RECITALS

WHEREAS, Probation and PCS entered into the Memorandum of Understanding (MOU), dated September 1, 2016 for the purpose of outlining the roles and responsibilities of each respective agency pertaining to Keeping Kids in School (KKIS) sites.

WHEREAS, Section 4 of the MOU provides that the parties may modify or amend the MOU in writing; and

WHEREAS, the parties wish to amend the MOU for the purpose of amending section 2. Term.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows.

1. 2. Term is hereby amended to the following::

The effective date of this Memorandum of Understanding is from September 1, 2016 to June 30, 2018. Termination of this Memorandum of Understanding shall be in accordance with the provisions of Article 9.

2. All other provisions of the MOU are unchanged, and shall remain in full force and effect throughout the remaining balance of the term of the MOU.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 on the dates indicated below.

SCHOOL DISTRICT

Gary Callahan, Superintendent
Petaluma City Schools
200 Douglas Street
Petaluma, CA 94952

By: 
Superintendent

Date: 11/9/17

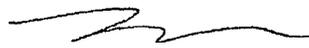
COUNTY OF SONOMA

David Koch, Chief Probation Officer
Sonoma County Probation Department
600 Administration Drive, Room 104J
Santa Rosa, CA 95403

By: _____
David Koch, Chief Probation Officer

Date: _____

APPROVED AS TO FORM FOR COUNTY

By: 
Tandra Curtis, Deputy County Counsel

Date: 11-7-17

**AMENDMENT NO. 1
TO MEMORANDUM OF UNDERSTANDING
BETWEEN
THE SONOMA COUNTY PROBATION DEPARTMENT
AND
COTATI-ROHNERT PARK UNIFIED SCHOOL DISTRICT
FOR
KEEPING KIDS IN SCHOOLS SITES**

This Amendment No. 1 is entered into by and between Sonoma County Probation Department (Probation) and Cotati-Rohnert Park Unified School District (CRPUSD).

RECITALS

WHEREAS, Probation and CRPUSD entered into the Memorandum of Understanding (MOU), dated May 19, 2015 for the purpose of outlining the roles and responsibilities of each respective agency pertaining to Keeping Kids in School (KKIS) sites.

WHEREAS, Section 4 of the MOU provides that the parties may modify or amend the MOU in writing; and

WHEREAS, the parties wish to amend the MOU for the purpose of amending section 2. Term.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows.

1. 2. Term is hereby amended to the following::

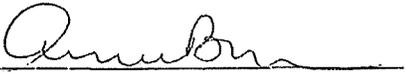
The effective date of this Memorandum of Understanding is from May 19, 2015 to June 30, 2018. Termination of this Memorandum of Understanding shall be in accordance with the provisions of Article 9.

2. All other provisions of the MOU are unchanged, and shall remain in full force and effect throughout the remaining balance of the term of the MOU.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 on the dates indicated below.

SCHOOL DISTRICT

Dr. Robert Haley, Superintendent
Cotati-Rohnert Park Unified School District
7165 Burton Avenue
Rohnert Park, CA 94928

By: 
Anne W. Barron, Chief Business Official

Date: 11-6-17

COUNTY OF SONOMA

David Koch, Chief Probation Officer
Sonoma County Probation Department
600 Administration Drive, Room 104J
Santa Rosa, CA 95403

By: _____
David Koch, Chief Probation Officer

Date: _____

APPROVED AS TO FORM FOR COUNTY

By: 
Tandra Curtis, Deputy County Counsel

Date: 11-7-17

**AMENDMENT NO. 1
TO MEMORANDUM OF UNDERSTANDING
BETWEEN
THE SONOMA COUNTY PROBATION DEPARTMENT
AND
FORESTVILLE UNION SCHOOL DISTRICT
FOR
KEEPING KIDS IN SCHOOLS SITES**

This Amendment No. 1 is entered into by and between Sonoma County Probation Department (Probation) and Forestville Union School District (FUSD).

RECITALS

WHEREAS, Probation and FUSD entered into the Memorandum of Understanding (MOU), dated May 19, 2015 for the purpose of outlining the roles and responsibilities of each respective agency pertaining to Keeping Kids in School (KKIS) sites.

WHEREAS, Section 4 of the MOU provides that the parties may modify or amend the MOU in writing; and

WHEREAS, the parties wish to amend the MOU for the purpose of amending section 2. Term.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows.

1. 2. Term is hereby amended to the following::

The effective date of this Memorandum of Understanding is from May 19, 2015 to June 30, 2018. Termination of this Memorandum of Understanding shall be in accordance with the provisions of Article 9.

2. All other provisions of the MOU are unchanged, and shall remain in full force and effect throughout the remaining balance of the term of the MOU.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 on the dates indicated below.

SCHOOL DISTRICT

Phyllis Parisi, Superintendent
Forestville Union School District
7321 Hwy 116
Forestville, CA 95436

COUNTY OF SONOMA

David Koch, Chief Probation Officer
Sonoma County Probation Department
600 Administration Drive, Room 104J
Santa Rosa, CA 95403

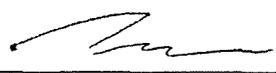
By: 
Superintendent

By: _____
David Koch, Chief Probation Officer

Date: 11-9-17

Date: _____

APPROVED AS TO FORM FOR COUNTY

By: 
Tandra Curtis, Deputy County Counsel

Date: 11-7-17

**AMENDMENT NO. 1
TO MEMORANDUM OF UNDERSTANDING
BETWEEN
THE SONOMA COUNTY PROBATION DEPARTMENT
AND
GUERNEVILLE ELEMENTARY SCHOOL DISTRICT
FOR
KEEPING KIDS IN SCHOOLS SITES**

This Amendment No. 1 is entered into by and between Sonoma County Probation Department (Probation) and Guerneville Elementary School District (GESD).

RECITALS

WHEREAS, Probation and GESD entered into the Memorandum of Understanding (MOU), dated May 19, 2015 for the purpose of outlining the roles and responsibilities of each respective agency pertaining to Keeping Kids in School (KKIS) sites.

WHEREAS, Section 4 of the MOU provides that the parties may modify or amend the MOU in writing; and

WHEREAS, the parties wish to amend the MOU for the purpose of amending section 2. Term.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows.

1. 2. Term is hereby amended to the following::

The effective date of this Memorandum of Understanding is from May 19, 2015 to June 30, 2018. Termination of this Memorandum of Understanding shall be in accordance with the provisions of Article 9.

2. All other provisions of the MOU are unchanged, and shall remain in full force and effect throughout the remaining balance of the term of the MOU.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 on the dates indicated below.

SCHOOL DISTRICT

Dana Pedersen, Superintendent
Guerneville Elementary School District
14630 Armstrong Woods Road
Guerneville, CA 95446

By: 
Superintendent

Date: 11.6.17

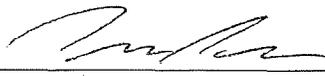
COUNTY OF SONOMA

David Koch, Chief Probation Officer
Sonoma County Probation Department
600 Administration Drive, Room 104J
Santa Rosa, CA 95403

By: _____
David Koch, Chief Probation Officer

Date: _____

APPROVED AS TO FORM FOR COUNTY

By: 
Tandra Curtis, Deputy County Counsel

Date: 11-7-17

**AMENDMENT NO. 1
TO MEMORANDUM OF UNDERSTANDING
BETWEEN
THE SONOMA COUNTY PROBATION DEPARTMENT
AND
SANTA ROSA CITY SCHOOLS
FOR
KEEPING KIDS IN SCHOOLS SITES**

This Amendment No. 1 is entered into by and between Sonoma County Probation Department (Probation) and Santa Rosa City Schools (SRCS).

RECITALS

WHEREAS, Probation and SRCS entered into the Memorandum of Understanding (MOU), dated May 19, 2015 for the purpose of outlining the roles and responsibilities of each respective agency pertaining to Keeping Kids in School (KKIS) sites.

WHEREAS, Section 4 of the MOU provides that the parties may modify or amend the MOU in writing; and

WHEREAS, the parties wish to amend the MOU for the purpose of amending section 2. Term.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows.

1. 2. Term is hereby amended to the following::

The effective date of this Memorandum of Understanding is from May 19, 2015 to June 30, 2018. Termination of this Memorandum of Understanding shall be in accordance with the provisions of Article 9.

2. All other provisions of the MOU are unchanged, and shall remain in full force and effect throughout the remaining balance of the term of the MOU.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 on the dates indicated below.

SCHOOL DISTRICT

Diann Kitamura, Superintendent
Santa Rosa City Schools
211 Ridgeway Avenue
Santa Rosa, CA 95401

By: _____
Superintendent

Date: _____

COUNTY OF SONOMA

David Koch, Chief Probation Officer
Sonoma County Probation Department
600 Administration Drive, Room 104J
Santa Rosa, CA 95403

By: _____
David Koch, Chief Probation Officer

Date: _____

APPROVED AS TO FORM FOR COUNTY

By: _____
Tambra Curtis, Deputy County Counsel

Date: 11-7-12

**AMENDMENT NO. 1
TO MEMORANDUM OF UNDERSTANDING
BETWEEN
THE SONOMA COUNTY PROBATION DEPARTMENT
AND
SEBASTOPOL UNION SCHOOL DISTRICT
FOR
KEEPING KIDS IN SCHOOLS SITES**

This Amendment No. 1 is entered into by and between Sonoma County Probation Department (Probation) and Sebastopol Union School District (SUSD).

RECITALS

WHEREAS, Probation and SUSD entered into the Memorandum of Understanding (MOU), dated May 19, 2015 for the purpose of outlining the roles and responsibilities of each respective agency pertaining to Keeping Kids in School (KKIS) sites.

WHEREAS, Section 4 of the MOU provides that the parties may modify or amend the MOU in writing; and

WHEREAS, the parties wish to amend the MOU for the purpose of amending section 2. Term.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows.

1. 2. Term is hereby amended to the following::

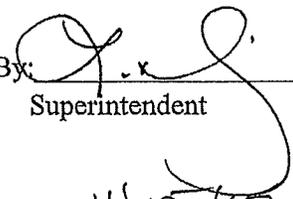
The effective date of this Memorandum of Understanding is from May 19, 2015 to June 30, 2018. Termination of this Memorandum of Understanding shall be in accordance with the provisions of Article 9.

2. All other provisions of the MOU are unchanged, and shall remain in full force and effect throughout the remaining balance of the term of the MOU.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 on the dates indicated below.

SCHOOL DISTRICT

Linda Irving, Superintendent
Sebastopol Union School District
7611 Huntley Street
Sebastopol, CA 95472

By:  _____
Superintendent

Date: 11/15/07

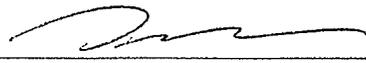
COUNTY OF SONOMA

David Koch, Chief Probation Officer
Sonoma County Probation Department
600 Administration Drive, Room 104J
Santa Rosa, CA 95403

By: _____
David Koch, Chief Probation Officer

Date: _____

APPROVED AS TO FORM FOR COUNTY

By:  _____
Tandra Curtis, Deputy County Counsel

Date: 11/7/07

**AMENDMENT NO. 1
TO MEMORANDUM OF UNDERSTANDING
BETWEEN
THE SONOMA COUNTY PROBATION DEPARTMENT
AND
SONOMA VALLEY UNIFIED SCHOOL DISTRICT
FOR
KEEPING KIDS IN SCHOOLS SITES**

This Amendment No. 1 is entered into by and between Sonoma County Probation Department (Probation) and Sonoma Valley Unified School District (SVUSD):

RECITALS

WHEREAS, Probation and SVUSD entered into the Memorandum of Understanding (MOU), dated May 19, 2015 for the purpose of outlining the roles and responsibilities of each respective agency pertaining to Keeping Kids in School (KKIS) sites.

WHEREAS, Section 4 of the MOU provides that the parties may modify or amend the MOU in writing; and

WHEREAS, the parties wish to amend the MOU for the purpose of amending section 2. Term.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows.

1. 2. Term is hereby amended to the following::

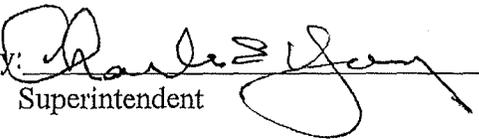
The effective date of this Memorandum of Understanding is from May 19, 2015 to June 30, 2018. Termination of this Memorandum of Understanding shall be in accordance with the provisions of Article 9.

2. All other provisions of the MOU are unchanged, and shall remain in full force and effect throughout the remaining balance of the term of the MOU.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 on the dates indicated below.

SCHOOL DISTRICT

Charles E. Young, PhD., Superintendent
Sonoma Valley Unified School District
17850 Railroad Avenue
Sonoma, CA 95476

By: 
Superintendent

Date: 11/16/17

COUNTY OF SONOMA

David Koch, Chief Probation Officer
Sonoma County Probation Department
600 Administration Drive, Room 104J
Santa Rosa, CA 95403

By: _____
David Koch, Chief Probation Officer

Date: _____

APPROVED AS TO FORM FOR COUNTY

By: 
Tandra Curtis, Deputy County Counsel

Date: 11-7-17

**AMENDMENT NO. 1
TO MEMORANDUM OF UNDERSTANDING
BETWEEN
THE SONOMA COUNTY PROBATION DEPARTMENT
AND
WEST SONOMA COUNTY UNION HIGH SCHOOL DISTRICT
FOR
KEEPING KIDS IN SCHOOLS SITES**

This Amendment No. 1 is entered into by and between Sonoma County Probation Department (Probation) and West Sonoma County Union High School District (WSCUHSD).

RECITALS

WHEREAS, Probation and WSCUHSD entered into the Memorandum of Understanding (MOU), dated May 19, 2015 for the purpose of outlining the roles and responsibilities of each respective agency pertaining to Keeping Kids in School (KKIS) sites.

WHEREAS, Section 4 of the MOU provides that the parties may modify or amend the MOU in writing; and

WHEREAS, the parties wish to amend the MOU for the purpose of amending section 2. Term.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows.

1. 2. Term is hereby amended to the following::

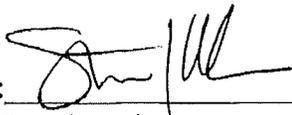
The effective date of this Memorandum of Understanding is from May 19, 2015 to June 30, 2018. Termination of this Memorandum of Understanding shall be in accordance with the provisions of Article 9.

2. All other provisions of the MOU are unchanged, and shall remain in full force and effect throughout the remaining balance of the term of the MOU.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 on the dates indicated below.

SCHOOL DISTRICT

Dr. Steven Kellner, Superintendent
West Sonoma County Union High School
District
462 Johnson Street
Sebastopol, CA 95472

By:  _____
Superintendent

Date: 11/7/17

COUNTY OF SONOMA

David Koch, Chief Probation Officer
Sonoma County Probation Department
600 Administration Drive, Room 104J
Santa Rosa, CA 95403

By: _____
David Koch, Chief Probation Officer

Date: _____

APPROVED AS TO FORM FOR COUNTY

By:  _____
Tandra Curtis, Deputy County Counsel

Date: 11-7-17

**AMENDMENT NO. 1
TO MEMORANDUM OF UNDERSTANDING
BETWEEN
THE SONOMA COUNTY PROBATION DEPARTMENT
AND
SONOMA COUNTY OFFICE OF EDUCATION
FOR
KEEPING KIDS IN SCHOOLS SITES**

This Amendment No. 1 is entered into by and between Sonoma County Probation Department (Probation) and Sonoma County Office of Education (SCOE).

RECITALS

WHEREAS, Probation and SCOE entered into the Memorandum of Understanding (MOU), dated May 19, 2015 for the purpose of outlining the roles and responsibilities of each respective agency pertaining to Keeping Kids in School (KKIS) sites.

WHEREAS, Section 4 of the MOU provides that the parties may modify or amend the MOU in writing; and

WHEREAS, the parties wish to amend the MOU for the purpose of amending section 2. Term.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows.

1. 2. Term is hereby amended to the following::

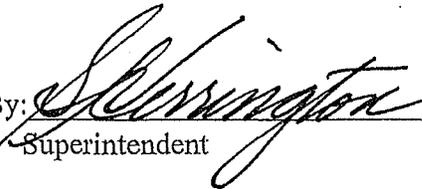
The effective date of this Memorandum of Understanding is from May 19, 2015 to June 30, 2018. Termination of this Memorandum of Understanding shall be in accordance with the provisions of Article 9.

2. All other provisions of the MOU are unchanged, and shall remain in full force and effect throughout the remaining balance of the term of the MOU.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 on the dates indicated below.

SCHOOL DISTRICT

Georgia Ioakimedes, Director
Sonoma County Office of Education
5340 Skylane Boulevard
Santa Rosa, CA 95403

By: 
Superintendent

Date: NOVEMBER 9, 2017

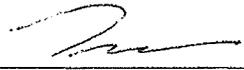
COUNTY OF SONOMA

David Koch, Chief Probation Officer
Sonoma County Probation Department
600 Administration Drive, Room 104J
Santa Rosa, CA 95403

By: _____
David Koch, Chief Probation Officer

Date: _____

APPROVED AS TO FORM FOR COUNTY

By: 
Tandra Curtis, Deputy County Counsel

Date: 11-7-17



County of Sonoma
State of California

Date: December 12, 2017

Item Number: _____

Resolution Number: _____



4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Authorizing The Chief Probation Officer, On Behalf Of the County, To amend The Seneca Family of Agencies Agreement extending the term and increasing appropriations and reimbursement in the Juvenile Grant Funds budget by \$347,456 for the purpose of the Keeping Kids in School Program.

Whereas, the County of Sonoma and the Seneca Family of Agencies entered into an Agreement for the provision of case management services for students experiencing school attendance problems, and their families, dated May 19, 2015, including all extensions thereof (collectively, the "Agreement"); and

Whereas, the parties to the Agreement wish to amend the Agreement for the purpose of extending the term to June 30, 2018, and increasing the contract dollar limit to accommodate the extended term.

Now, Therefore, Be It Resolved that the Chief Probation Officer of Sonoma County is authorized to sign on behalf of the Board of Supervisors the Seneca Family of Agencies Agreement Amendment for the Keeping Kids in School ("KKIS") program, including any extensions or amendments thereof.

Be It Further Resolved that the Board is adjusting the FY 2017-2018 Probation Department budget, increasing appropriations and reimbursements in the Juvenile Grant Funds section by \$347,456 for the purpose of the KKIS program as shown on Exhibit A.

PASSED AND ADOPTED by the Board this 12th day of December, 2017, by the following vote:

Supervisors:

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

Department Name:

Probation

If this adjustment affects >1 department (i.e. an operational

General Fund									
Fund ID	Section/Subsection ID	Section/Subsection Title	Acct ID	Account Title	Program	SubProgram	Recurring	One-time	Budgeted
10005									347,456
10005			4XXXX						-
10005			4XXXX						-
Total General Fund Revenue Adjustment							-	-	-
10005	27012300	Juvenile Grant Funds	58037	Reimb-PS Realignment				347,456	#REF!
10005			58XXX						-
10005			58XXX						-
Total General Fund Reimbursement Adjustment*							-	347,456	347,456
Total General Fund Revenue & Reimbursement Adjustment							-	347,456	347,456
10005	27012300	Juvenile Grant Funds	51249	Other Professional Services				340,000	340,000
10005	27012300	Juvenile Grant Funds	51601	Training/Conference Expense				1,500	1,500
10005	27012300	Juvenile Grant Funds	51605	Private Care Expense				1,015	
10005	27012300	Juvenile Grant Funds	51901	Telecommunication Data Lines				1,025	
10005	27012300	Juvenile Grant Funds	51902	Telecommunication usage				85	
10005	27012300	Juvenile Grant Funds	51904	ISD - Baseline Services				950	
10005	27012300	Juvenile Grant Funds	51909	Telecommunication Wireless Svc				175	
10005	27012300	Juvenile Grant Funds	51918	HMRS Charges				387	
10005	27012300	Juvenile Grant Funds	51919	EFS Charges				1,269	
10005	27012300	Juvenile Grant Funds	51920	Risk Mgmt Benefit Admin Chgs				151	
10005	27012300	Juvenile Grant Funds	52111	Office Supplies				355	
10005	27012300	Juvenile Grant Funds	57016	TransferOut WithinFund ISDRpIA				544	
Total General Fund Gross Expenditure Adjustment							-	347,456	347,456
Total General Fund Net Cost Adjustment							-	-	-

Other Funds									
xxxxx			4XXXX						-
xxxxx			4XXXX						-
xxxxx			4XXXX						-
Total Other Fund Revenue Adjustment							-	-	-
xxxxx			58XXX						-
xxxxx			58XXX						-
xxxxx			58XXX						-
Total Other Fund Reimbursement Adjustment*							-	-	-
Total Other Fund Revenue & Reimbursement Adjustment							-	-	-
11306	27017700	Prob-JPCF	51802					432,456	432,456
xxxxx			5xxxx						-
xxxxx									-
xxxxx			19XXX						-
Total Other Fund Gross Expenditure Adjustment							-	432,456	432,456
Total Other Fund Net Cost Adjustment							-	432,456	432,456
Department Total Revenue & Reimbursement Adjustment							-	347,456	347,456
Department Total Gross Expenditure Adjustment							-	779,912	779,912
Department Total Net Cost Adjustment							-	432,456	432,456

**Treat Reimbursements like a positive revenue. They will also be entered into PeopleSoft commitment control as positive revenues. This is opposite of how they appear in reports, where they appear to be negative expenditures. See example on the "Reimbursement Example" tab.*



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: December 12, 2017

Vote Requirement: Majority

Department or Agency Name(s): Regional Parks

Staff Name and Phone Number:

Elizabeth Tyree (707) 565-2575

Supervisorial District(s):

5th

Title: Lower Russian River Trail Feasibility Study Northern Sonoma County Air Pollution Control District grant

Recommended Actions:

Adopt a resolution authorizing the Director of Regional Parks to apply for the Northern Sonoma County Air Pollution Control District's Vehicle Pollution Mitigation Program in the amount of \$120,000 for the Lower Russian River Trail Feasibility Study and authorizing the Director of Regional Parks to execute all documents which may be necessary to carry out and administer the grant.

Executive Summary:

The Lower Russian River Trail Feasibility Study will begin to realize a top community priority for a safe walking and bicycling route to stores, services, schools, and river access. The 19.3-mile study area follows busy River Road and Highway 116 and it is estimated that the study will cost \$793,500 to complete. Regional Parks has requested \$620,000 in Caltrans Sustainable Communities grant funding, securing \$53,500 in local matching funds. Regional Parks is requesting authorization to apply for \$120,000 in Vehicle Pollution Mitigation Program grant funding from Northern Sonoma County Air Pollution Control District as additional matching funding and to demonstrate County commitment to this project.

Discussion:

Responding to community interest and safety concerns, Regional Parks will engage the broader community to create a Feasibility Study for a bicycle and pedestrian trail separated from River Road and Highway 116, connecting unincorporated towns, villages and hamlets along the Russian River.

The 19.3-mile long study area begins at the intersection of River Road and Mirabel Road and continues west to where Highway 116 intersects Highway 1. The corridor includes the communities of Mirabel, Hacienda, Odd Fellows Park, Rio Nido, Guerneville, Guerneville Park, Vacation Beach, Northwood, Monte Rio, Villa Grande, Mesa Grande, and Duncans Mills. The completed study will guide the next

steps of trail design, acquisition, planning, and environmental review and securing grant funding for future development.

The Sonoma County Transportation Authority completed the Lower Russian River Community-Based Transportation Plan in 2009. A trail feasibility study emerged as one of the highest priorities for the community. Regional Parks has been seeking funding to complete the trail feasibility study.

In 2016 Regional Parks applied for Caltrans Sustainable Community grant funding to study a 9 mile trail along River Road from Odd Fellows Park Road to Highway 116 in Duncans Mills. Our funding request was a Caltrans priority for this region, but not statewide and grant funding was not awarded.

Responding to feedback from Caltrans, we extended the study area from the intersection of River Road and Mirabel Road, and continued west to the intersection of Highway 116 and Highway 1. Caltrans also encouraged us to apply a second time. On October 10, 2017 we requested \$620,000 in grant funding from Caltrans Sustainable Community grant program. We also pursued additional partnerships and matching funding to complete this study to demonstrate the breadth of local commitment to this project.

In the past, Regional Parks has received funding for trail projects from the Bay Area Air Quality Management District, meeting the air pollution reduction requirements to support grant funding. This is Regional Parks' first partnership with the Northern Sonoma County Air Pollution Control District. The District recognized the importance of this future trail and is a new partner supporting this feasibility study. The District manages the Vehicle Pollution Mitigation Program, funding projects and programs that reduce air pollution from motor vehicles and for the related planning, monitoring, enforcement and technical studies for the implementation of the California Clean Air Act of 1988. The District supports plans to minimize vehicle miles traveled and bicycle paths. Regional Parks prepared a request for \$120,000 in grant funding from the Vehicle Pollution Mitigation Program, and a resolution approving this request for funding.

The Northern Sonoma County Air Pollution Control District funding demonstrates the broader County commitment to the Lower Russian River Trail Feasibility study and would provide matching funding once the Caltrans grant funding is received. Caltrans is completing their review and ranking of the Sustainable Communities grant applications and are expected to announce awards in December.

Prior Board Actions:

June 6, 2017 received the County of Sonoma Capital Project Plan 2017-2022, including subject Russian River Bike Trail – Lower Reach project.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

This funding supports planning for a non-motorized transportation and recreation facility while protecting natural resources to support a thriving economy.

Fiscal Summary			
Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			
Narrative Explanation of Fiscal Impacts:			
There is no direct fiscal impact of this item. Northern Sonoma County Air Pollution Control District Funds are contingent on Regional Parks receiving Caltrans grant funding. If the Caltrans grant application is approved, both grant awards and the related expenditures will be included in the FY 2018-2019 budget.			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
1. Resolution 2. Map			
Related Items “On File” with the Clerk of the Board:			



County of Sonoma

State of California

Date: December 12, 2017

Item Number: _____
Resolution Number: _____

4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Approving The Application For Grant Funds From The Vehicle Pollution Mitigation Program

Whereas, the Northern Sonoma County Air Pollution Control District has been delegated the responsibility for the administration of the Vehicle Pollution Mitigation Program, setting up necessary procedures governing project application under the Vehicle Pollution Mitigation Program; and

Whereas, said procedures established by the Northern Sonoma County Air Pollution Control District require the applicant to certify by resolution the approval of application to the District; and

Whereas, the applicant will enter into a contract with the Northern Sonoma County Air Pollution Control District to complete the project;

Now, Therefore, Be It Resolved that the Board of Supervisors hereby:

1. Approves the filing of an application for the Vehicle Pollution Mitigation Program; and
2. Certifies that said applicant has or will have available, prior to commencement of any work on the project included in this application, the required match and sufficient funds to complete the project; and
3. Delegates the authority to the Director of Regional Parks to conduct all negotiations, execute and submit all documents, including, but not limited to applications, agreements, amendments, payment requests and so on, which may be necessary for the completion of the project.
4. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

Resolution #

Date:

Page 2

Supervisors:

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

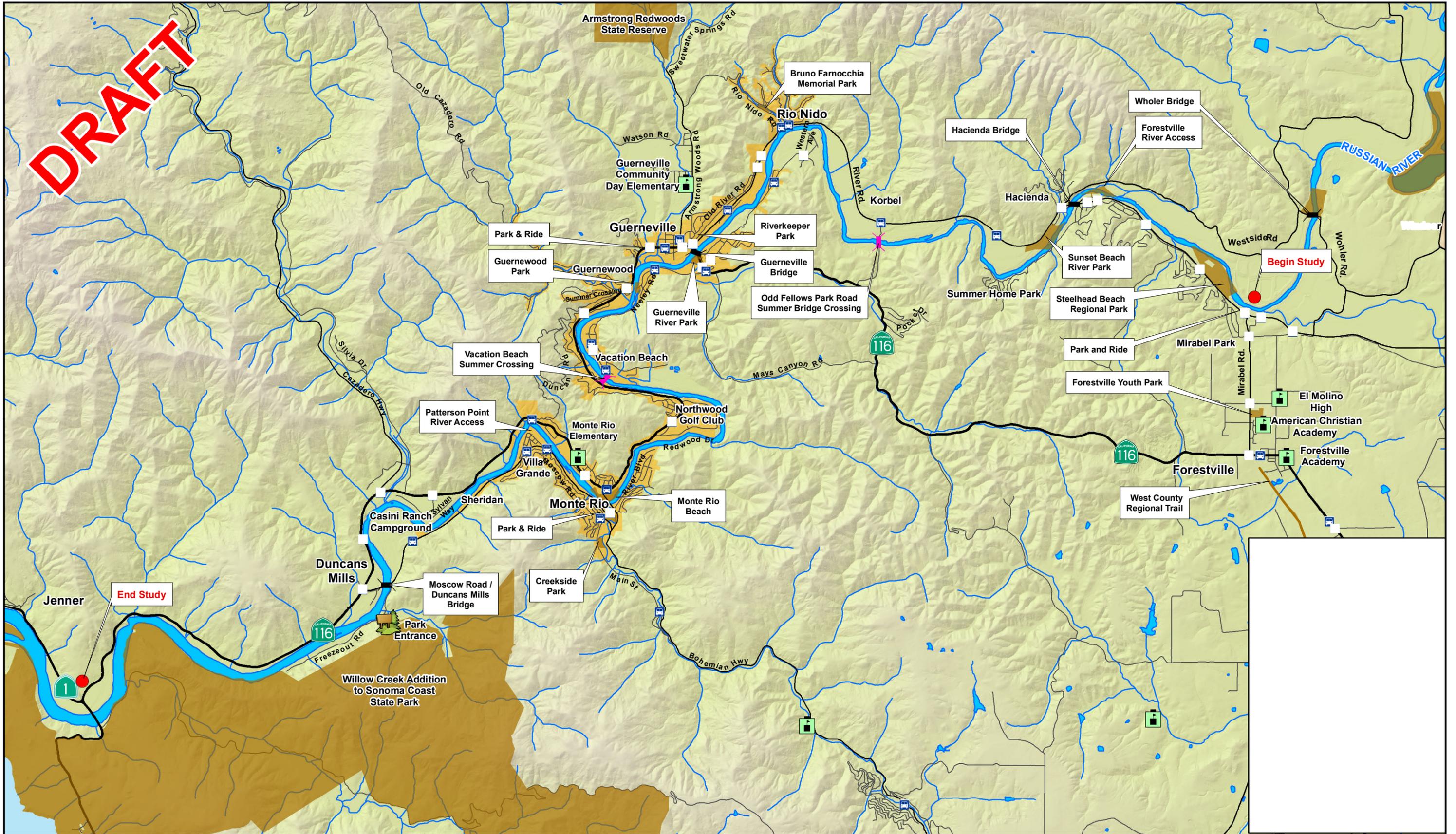
Noes:

Absent:

Abstain:

So Ordered.

DRAFT



This map is for illustrative purposes only and is not intended to be a definitive property description.
Source: Sonoma County ISD GIS
Date Saved: 10/17/2017 2:31:30 PM
Document Path: U:\GIS Maps\Russian River Trail\Arc\Proposed Lower Russian River Trail.mxd

FEASIBILITY STUDY AREA - PROPOSED LOWER RUSSIAN RIVER TRAIL

Author: A. Stricklin





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: Sonoma County Board of Supervisors

Board Agenda Date: December 12, 2017

Vote Requirement: Majority

Department or Agency Name(s): Regional Parks

Staff Name and Phone Number:

James Nantell, Deputy Director 2946

Supervisorial District(s):

5th District

Title: Reassignment of Mason's Marina Fish Buying Revocable License Agreement

Recommended Actions:

Authorize the Parks Director to reassign the existing Revocable License Agreement with North Coast Fisheries for use of the fish buying dock at Mason's Marina to Pacific Choice Seafood Company.

Executive Summary:

In October 2014, the Board of Supervisors approved a three (3) year revocable license agreement ("Agreement") with North Coast Fisheries for the operation of the Mason's Marina fish buying dock. Under the authority granted by that action, the Director of Regional Parks approved a three-year extension of that agreement in October of 2017.

Recently, Regional Parks was made aware of the pending sale of North Coast Fisheries to Pacific Choice Seafood. On November 6, 2017, Regional Parks received a letter from Pacific Choice Seafood requesting assignment of the Agreement from North Coast Fisheries to Pacific Choice Seafood. The County's written consent is required prior to allowing the reassignment of the Agreement.

Regional Parks' staff is recommending approval of the request for reassignment, as the continuation of the use of the fish buying dock at Mason's Marina by a reputable seafood company is in the best interest of the County, its commercial fisherman and the local seafood industry.

Regional Parks' staff is also requesting the Board authorize the Parks Director to execute an assignment of the Revocable License Agreement to Pacific Seafood Company, subject to County Counsel review and approval.

Discussion:

The County is the owner of real property known as Mason's Marina, located at 1820 Westshore Road, Bodega Bay, CA. The Marina currently serves commercial fishing boats as well as recreational vessels, including sailboats and motor launches.

The Regional Parks Department has been managing the Marina since April, 2012, after the expiration of the previous lease with Leon O. Mason and Olivia Mason. The Masons entered into a sub-lease with North Coast Fisheries, Inc. in 2000 to lease a portion of Mason's Marina, consisting of a small paved parking area and the southernmost dock used for fish-buying. That sub-lease expired concurrently with the Masons' lease in 2012. In January of 2013 the Board of Supervisors approved a Revocable License Agreement with North Coast Fisheries for one year (retroactively to April 1, 2012), with an option to extend for one additional year, for the exclusive use of the fish buying dock at Mason's Marina. In March of 2014 the Board of Supervisors authorized the Director of Regional Parks to extend the agreement with North Coast Fisheries on a month-to-month basis while Regional Parks prepared a competitive bid process for the property.

On June 20, 2014, Regional Parks issued a Request For Proposals (RFP) for the use of the Mason's Fish Buying Dock. The RFP was distributed to over 60 fish buying companies in Northern California, and posted on the County Purchasing Web site and at Bodega Bay Marinas.

On July 11, 2014, two companies, North Coast Fisheries and Pacific Choice Seafood Company, participated in the pre-bid conference and walk through. On August 7, 2014, the final date for submittal of proposals, Regional Parks received one proposal, from North Coast Fisheries. Pacific Choice Seafood Company was contacted and confirmed that it had decided not to submit a proposal.

October 14, 2014 the Board authorize the Director of Regional Parks to execute a Revocable License Agreement with North Coast Fisheries, LLC., for the use of property located at Mason's Marina. The initial term of the Revocable License Agreement was 3 years, commencing November 1, 2014 and expiring on October 31, 2017 with an option for the Director of Regional Parks to extend the agreement for up to two consecutive three year periods. On October 24, 2017 the Parks Director approved a three year extension with North Coast Fisheries until October 31, 2020.

Regional Parks staff is recommending approval of the request for reassignment to Pacific Seafood Company for the following reasons:

1. Pacific Choice Seafood is a long-established seafood company, operating in Northern California for more than 30 years and is part of a family owned business with more than 75 years of experience in harvesting, purchasing, processing and distributing seafood.
2. Pacific Choice Seafood is committed to continuing the operation of the fish buying dock and would anticipate a future potential for additional fisheries that could be serviced by the dock.

3. Denial would result in the loss of a fisher buyer for many of our commercial fisherman who have been in contract to sell to North Coast Fishers for many years. This would occur at the peak of the crab season that is finally underway after two previous years of little or no crab season.
4. Denial would mean the loss of over \$100,000 of revenue to the county for the current year's crab season.
5. Denial would require the issuance of a new request for proposals that would take a minimum of three months to issue and complete in time for the salmon season of 2018.
6. Given the most recent request for proposals, despite wide spread distribution, and resulted in only one proposal, it is unlikely we will get a proposal from anyone other than Pacific Choice Seafood.
7. The prospect three years ago of a competitive proposal from Pacific Choice Seafood resulted in North Coast Fisheries increasing the proposed fees paid to the County by over 200%. With only Pacific Choice as the likely respondent to a new RFP, this lack of competition would likely result in a significant reduction in fees paid to the county for use of the fish buying dock.
8. Approval of the assignment will allow the county to continue to receive the existing higher fees for up to six more years and allow our local commercial fishermen to sell their fish immediately adjacent to where they berth their boats.

Staff is requesting delegated authority to approve the reassignment to allow time to finalize the agreement between the parties and once completed provide staff the ability to move forward in a timely fashion so as to ensure there is no gap in operation of the fish buying dock.

Prior Board Actions:

January 15, 2013 the Board authorized the Director of Regional Parks to execute a Revocable License Agreement with North Coast Fisheries, LLC for the use of property located at Mason's Marina, 1820 Westshore Road, Bodega Bay, for an initial term of 1 year, from April 1, 2012 through March 31, 2013 with an option to renew for 1 year with revenues of \$30,000 per year.

January 29, 2013 the Board accepted the staff report "Bodega Bay Opportunities – Business Improvement Proposal and Potential Long Term Strategies" which outlined changes to improve marina operations and proposed high level vision and recommendations for the future of Bodega Bay recreation.

March 25, 2014 The Board authorized the Director of Regional Parks to extend the current Revocable License Agreement with North Coast Fisheries, LLC for the use of the Mason's Marina fish-buying dock, on a month-to-month basis for a minimum payment of \$2,500 per month, while Regional Parks prepared a competitive bid process for the property.

October 14, 2014 the Board authorize the Director of Regional Parks to execute a Revocable License Agreement with North Coast Fisheries, LLC for the use of property located at Mason’s Marina, 1820 Westshore Road, Bodega Bay, for a minimum of \$3,500 per month an initial term of 3 years, from November 1, 2014 through October 31, 2017 with an option to renew for two consecutive 3 year periods.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

By approving this reassignment, the County will further support the economic vitality of our local fishing fleet. Supporting the fishing population by having a fish buyer and processor who will foster a strong and viable fishing economy based on mandated sustainable fishing practices.

Fiscal Summary

Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			

Narrative Explanation of Fiscal Impacts:

Denial of the reassignment request would result in a loss of at least \$100,000 in revenue from the current cab fishing season and would necessitate a new request for proposals to operate the fish buying dock that might well reduce the annual revenues to the County.

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. November 7, 2017 Letter from Pacific Choice request reassignment of the agreement. 2. Revocable License Agreement.
Related Items "On File" with the Clerk of the Board:
Revocable License Agreement for Mason's Marina Fish Buying Dock

November 6, 2017

VIA EMAIL ONLY (James.Nantell@sonoma-county.org)

Mr. James Nantell
Deputy Director
Sonoma County Regional Parks
2300 County Center Drive, Suite 120A
Santa Rosa, CA 95403

Re: Mason's Marina Fish Buying Dock License

Dear Mr. Nantell:

I am pleased to write on behalf of Pacific Choice Seafood Company to provide information in support of North Coast Fisheries' request to Sonoma County to assign us the Fish Buying Dock License at Mason's Marina in Bodega Bay.

Pacific Choice has operated in Eureka and Crescent City area for more than 30 years, and processes crab, groundfish, shrimp, salmon and albacore tuna. It is part of the Pacific Seafood Group, a family-owned business with more than 75 years of experience in harvesting, purchasing, processing and distributing seafood. We employ nearly 3,000 people and are well known as one of America's leading seafood companies. More information about our company, including our core values of sustainability, community and self-governance, is available online at www.pacseafood.com.

We are excited for the opportunity to partner with North Coast Fisheries and Sonoma County to continue our legacy of purchasing locally harvested seafood in California by taking assignment of the Mason's Marina Fish Buying Dock License. If the County is agreeable to the assignment, we anticipate being a part of the community for the long term, and would like to have an option for several additional 3-year terms. We anticipate that landings will likely be similar to historical numbers for the 2017 crab season, and then hope to increase landings (both pounds and species) in the future.

If there is any additional information we can provide in support of the request to transfer the Mason's Marina License to Pacific Choice, please do not hesitate to contact me. We look forward to a great partnership and successful operation of the Fish Buying Dock for years to come.

Sincerely,



Daniel C. Occhipinti
General Counsel & Director of Government Affairs
t: 503-400-2760 e: docchipinti@pacseafood.com

cc: Ian Carter, Carter West (via e-mail)

DRAFT ASSIGNMENT, NOVATION AND CONSENT AGREEMENT

This ASSIGNMENT, NOVATION AND CONSENT AGREEMENT (the "Assignment") is made as of the 13th day of December, 2017, ("Assignment") by and among North Coast Fisheries LLC, a California corporation ("Assignor"), Pacific Choice Sea Food, a California company ("Assignee"), and the County of Sonoma, a political subdivision of the State of California ("County"). Assignor, Assignee, and County are sometimes referred to hereinafter individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Assignor and County entered into that certain "Revocable License Agreement By and Between The County of Sonoma and "North Coast Fisheries LLC." dated November 1, 2014, granting Assignor a revocable license agreement exclusive use of the Mason's Marina Fish Buying Dock (the "Revocable License Agreement"); and

WHEREAS, on April 19, 2011, Assignor and County entered exercised a three year extension of the revocable license; and

WHEREAS, in October 2017, Assignor informed the County of their intent to sell their business to the assignee, and

WHEREAS, on November 7, 2017, Assignee sent a letter to County requesting reassignment of the revocable license agreement between Assignor and County for use of Mason's Marina Fish Buying dock.

WHEREAS, on November 15, 2017 the Assignor sent written confirmation of their desire to have the revocable license agreement reassigned to Assignee and Tony's Fine Foods, Inc., a California corporation ("Tony's"), and Assignee's parent company, Pacific Sea Food Group, a California Family Owned Business ("Pacific"), have entered into an agreement whereby Tony's is selling all of their interest in North Coast Fisheries operation in Sonoma County to Pacific, including Assignor's rights under the Revocable License Agreement (the "Transaction"); and

WHEREAS, Assignee wishes to acquire the revocable license agreement to continue to provide fish buying services out of Mason's Marina in Bodega Bay in accordance with the terms and conditions of the Revocable License Agreement; and

WHEREAS, the Parties desire to substitute Assignee in place of Assignor with respect to the Revocable License Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the promises hereto and the mutual covenants and agreements herein set forth, the Parties agree as follows:

1. Incorporation of Recitals. The foregoing recitals are true and correct and are hereby incorporated into and form a material part of this Assignment.
2. Assignment. Subject to and effective as of the closing of the Transaction (the "Effective Date"), Assignor does hereby assign, transfer, and convey to the Assignee all of Assignor's title, rights, obligations, and interest in, to, and under the revocable license Agreement through midnight on October 31, 2023.
3. Assumption of Assignor's Obligations. Assignor and Assignee understand and agree that any transfers or assignments of the Revocable License Agreement are conditioned upon the Assignee, as successor in interest, accepting all rights and/or obligations under the Revocable License Agreement as of the Effective Date and further understand and agree that Assignor is not relieved of any of its obligations under the Revocable License Agreement prior to the Effective Date. Assignee hereby accepts such assignment of the Revocable License Agreement as of the Effective Date, and agrees to assume all of Assignor's duties and obligations in, to, and under the Revocable License Agreement from and after the Effective Date. Such assignment shall not hinder or preclude Assignee from participating in any future County request for proposal process.
4. Assignee's Representations. Assignee represents and warrants that it has the operational and financial ability, as well as the legal authority, to satisfy all of the obligations under the Revocable License Agreement.
5. County Consent to Substitution. County further consents to the substitution and novation of Assignee in place and instead of Assignor from and after the Effective Date.
6. Novation. County and Assignee each consent to fully release Assignor from any and all obligations, responsibilities, and duties under the Revocable License Agreement arising on or after the Effective Date.
7. Cooperation. Assignor agrees that it shall cooperate with Assignee in effectuating an orderly transition of County information to Assignee in order for Assignee to fulfill its obligations, responsibilities, and duties under the Revocable License Agreement from and after the Effective Date.
8. Indemnification by Assignor. Assignor agrees to defend and indemnify County and Assignee from any and all claims, actions, judgments, liabilities, proceedings and costs, including reasonable attorneys' fees, resulting from and related to Assignor's performance under the Franchise Agreement and subject to the terms of the Franchise Agreement prior to the Effective Date.
9. Integration. This Assignment constitutes the entire agreement concerning the assignment between the Parties and it may not be modified, altered or amended other than in writing executed by the party sought to be charged thereby.

10. Counterparts. This Assignment may be executed in faxed counterparts, and in such event, the counterpart signatures shall be assembled and shall together constitute a complete agreement.

IN WITNESS WHEREOF, THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THE ASSIGNMENT, NOVATION AND CONSENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS. EACH PARTY HAS FULL POWER AND AUTHORITY TO ENTER INTO AND PERFORM THIS ASSIGNMENT, NOVATION AND CONSENT, AND THE PERSON SIGNING THIS ASSIGNMENT, NOVATION AND CONSENT ON BEHALF OF EACH HAS BEEN PROPERLY AUTHORIZED AND EMPOWERED TO ENTER INTO THIS ASSIGNMENT, NOVATION AND CONSENT.

ASSIGNOR:

North coast Fisheries LLC

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

ASSIGNEE:

Pacific Choice See Food, [need form of business entity]

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

THE COUNTY OF SONOMA, a Political
Subdivision of the State of California

By: _____

Bert Whitaker, Director
Sonoma County Regional Parks

APPROVED AS TO FORM FOR COUNTY:

By: _____

Diana Gomez, Deputy County Counsel



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.)

Board of Supervisors of Sonoma County

December 12, 2017

Majority

Sheriff's Office

Christel Querijero, 565-3923

All Supervisorial Districts

Agreement for Forensic Toxicology Services

Authorize the Sheriff-Coroner to execute the Agreement with NMS Labs for Forensic Toxicology Services for the term of January 1, 2018 to December 31, 2020 for an amount not to exceed \$225,000, to extend the Agreement for an additional two-year term to ensure continued toxicology testing services to the County

The Sheriff's Office requests the Board's authorization for the Sheriff to execute the Agreement for Forensic Toxicology Services with NMS Labs for the term of January 1, 2018 to December 31, 2020, with an option to extend the Agreement for an additional two-year term. The estimated cost of services to be provided in FY 17-18 under the new contract is \$25,169, which represents six months of service.

The Coroner's Office is responsible for investigating, determining and certifying circumstances, manner, and cause pertaining to all violent, sudden, unusual, or unattended deaths within Sonoma County. Forensic toxicology laboratory tests measure drug and/or alcohol levels in a deceased person at the time of death. This information is critical for the completion of the "cause of death" investigation. The Sheriff's Coroner's Bureau contracts for forensic toxicology testing services because the Bureau does not have the facilities, equipment, or qualified professionals needed to conduct forensic toxicology testing.

The Sheriff's Office Coroner's Bureau has used NMS Labs for toxicology testing services since July 1, 2011 and has been satisfied with the vendor's performance. The current Agreement with NMS expires on December 31, 2017. A Request for Proposals was issued July 10, 2017 with proposals due August 25, 2017; two proposals were received. The proposals were evaluated by a four-member team that included Sheriff's Office fiscal and operations staff as well as a Lieutenant from Santa Rosa Police Department. NMS Labs was selected because it meets all requirements outlined in the Request for Proposals such as accreditation by the American Board of Forensic Toxicology, more than 5 years providing forensic

toxicology testing services, and a requirement that the vendor hold ISO 17025 accreditation by the American Society of Crime Laboratory Directors. NMS Labs has over 40 years of experience in postmortem toxicology testing; the alternative supplier has five years of experience. The cost difference between prospective vendors was less than 5%.

The proposed Agreement covers the three-year term of January 1, 2018 through December 31, 2020, with an option to extend the Agreement for an additional two years, as specified in the Request for Proposals. NMS Labs typically imposes price increases after each year of service but has agreed to hold prices at the proposed rates for the 3-year term of the Agreement. Laboratory testing prices occasionally decrease as testing volume increases or improvements in technology become available. NMS Labs agrees to pass on applicable discounts in the case of any price decline.

Prior Board Actions:

- 12/2/2014 – Board approved Agreement with NMS Labs, Inc. for Toxicology Services
- 06/24/2014 – Board approved Amendment No. 2 to the Agreement with NMS Labs, Inc. for Toxicology Services
- 06/12/2012 – Board approved Amendment No. 1 to the Agreement with NMS Labs, Inc. for Toxicology Services
- 06/22/2010 – Board approved Agreement with NMS Labs, Inc. for Toxicology Services

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

Approving the proposed Agreement ensures continued services for toxicology testing for continued operation of the Sheriff's Office Coroner's Bureau.

Fiscal Summary - FY 17-18

Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses	\$50,338	\$49,719	\$49,833
Additional Appropriation Requested			
Total Expenditures	\$50,338		

Funding Sources			
General Fund/WA GF	\$50,338		
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources	\$50,338		

Narrative Explanation of Fiscal Impacts:

Forensic toxicology testing is an annual Coroner operating cost. The Sheriff’s Office FY 17-18 adopted budget includes \$50,338 for toxicology testing, which is based on the three-year historical average. Actual expenditures vary based upon the number of decedents requiring testing, the types and quantity of tests needed, and the Contractor’s test rates. Total net cost for these services are expected to be within the budgeted amount for FY 17-18. No additional funding is requested at this time.

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

Narrative Explanation of Staffing Impacts (If Required):

None

Attachments:

Agreement for Forensic Toxicology Services

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

AGREEMENT FOR FORENSIC TOXICOLOGY SERVICES

This agreement ("Agreement"), dated as of January 1, 2018 ("Effective Date"), is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and NMS Labs, (hereinafter "Contractor"), a Pennsylvania corporation authorized to operate in the State of California.

R E C I T A L S

WHEREAS, Contractor represents that it is a duly qualified and accredited laboratory, experienced in the preparation of forensic toxicology testing and related services; and

WHEREAS, in the judgment of the Sonoma County Sheriff-Coroner, it is necessary and desirable to employ the services of Contractor to provide forensic toxicology laboratory testing and related services.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

A G R E E M E N T

1. Scope of Services.

1.1 Contractor's Specified Services. Upon request of the Sheriff-Coroner or designee, Contractor shall perform forensic toxicology services described in Exhibit A, attached hereto and incorporated herein by this reference (hereinafter "Scope of Work") and pursuant to Article 7, Prosecution of Work. In the event of a conflict between the body of this Agreement and Exhibit A, the provisions in the body of this Agreement shall control.

1.2 Cooperation With County. Contractor shall cooperate with County and County staff in the performance of all work hereunder.

1.3 Performance Standard. Contractor shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Contractor's profession. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release. If County determines that any of Contractor's work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Contractor to meet with County to review the quality of the work and resolve matters of concern; (b) require Contractor to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement

pursuant to the provisions of Article 4; or (d) pursue any and all other remedies at law or in equity.

1.4 Assigned Personnel.

- a) Contractor shall assign only competent personnel to perform work hereunder. In the event that at any time County, in its sole discretion, desires the removal of any person or persons assigned by Contractor to perform work hereunder, Contractor shall remove such person or persons immediately upon receiving written notice from County.
- b) Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by County to be key personnel whose services were a material inducement to County to enter into this Agreement, and without whose services County would not have entered into this Agreement. Contractor shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of County.
- c) In the event that any of the Contractor's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Contractor's control, Contractor shall be responsible for timely provision of adequately qualified replacements.

2. Payment. For all services required hereunder Contractor shall be paid in accordance with Exhibit B, attached hereto and incorporated herein by this reference, regardless of the number of hours or length of time necessary for Contractor to complete the services. Unless otherwise noted in this Agreement, payments shall be made within the normal course of county business, after presentation of an invoice in a form approved by the County for services performed by Contractor, setting forth in detail the services performed and the number of hours incurred for each service. Upon completion of the work, Contractor shall submit its bill(s) for payment in arrears on a monthly basis in a form approved by County's Auditor and the Sheriff-Coroner. Expenses not expressly authorized by the Agreement shall not be reimbursed. Total payments made to Contractor under this Agreement shall not exceed seventy-five thousand dollars (\$75,000) without the prior written approval of County. Payments shall be made only upon the satisfactory completion of the services as determined by County. All invoices will be rendered by Contractor in United States dollars and all payments to Contractor will be made in United States dollars. Pursuant to California Revenue and Taxation code (R&TC) Section 18662, the County shall withhold seven percent of the income paid to Contractor for services performed within the State of California under this agreement, for payment and reporting to the California Franchise Tax Board, if Contractor does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

If Contractor does not qualify, County requires that a completed and signed Form 587 be provided by the Contractor in order for payments to be made. If Contractor is qualified, then the County requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either

form, the Contractor agrees to promptly notify the County of any changes in the facts. Forms should be sent to the County pursuant to Article 12. To reduce the amount withheld, Contractor has the option to provide County with either a full or partial waiver from the State of California.

Contractor will collect from County all applicable federal, state, local and other taxes and other amounts as required by law, rule or regulation.

3. Term of Agreement. The term of this Agreement shall be from January 1, 2018 to December 31, 2020, with the option to extend for two additional years, unless terminated earlier in accordance with the provisions of Article 4 below.

4. Termination.

4.1 Termination Without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, County shall have the right, in its sole discretion, to terminate this Agreement by giving five (5) days written notice to Contractor.

4.2 Termination for Cause. Notwithstanding any other provision of this Agreement, should Contractor fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, County may immediately terminate this Agreement by giving Contractor written notice of such termination, stating the reason for termination.

4.3 Delivery of Work Product and Final Payment Upon Termination. In the event of termination, Contractor, within fourteen (14) days following the date of termination, shall deliver to County all reports, original drawings, graphics, plans, studies, and other data or documents, in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, consultants, and other agents in connection with this Agreement and shall submit to County an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

4.4 Payment Upon Termination. Upon termination of this Agreement by County, Contractor shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Contractor bear to the total services otherwise required to be performed for such total payment; provided, however, that if services which have been satisfactorily rendered are to be paid on a per-hour or per-day basis, Contractor shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to the termination times the applicable hourly or daily rate; and further provided, however, that if County terminates the Agreement for cause pursuant to Section 4.2, County shall deduct from such amount the amount of damage, if any, sustained by County by virtue of the breach of the Agreement by Contractor.

4.5 Authority to Terminate. The Board of Supervisors has the authority to terminate this Agreement on behalf of the County. In addition, the Purchasing Agent or Sheriff-Coroner, in

consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County.

5. Indemnification. Contractor agrees to accept all responsibility for loss or damage to any person or entity, including County, and to indemnify, hold harmless, and release County, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Contractor, that arise out of, pertain to, or relate to Contractor's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Contractor agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to such Contractor's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Contractor's obligations under this Section apply whether or not there is concurrent or contributory negligence on County's part, but to the extent required by law, excluding liability due to County's conduct. County shall have the right to select its legal counsel at Contractor's expense, subject to Contractor's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

6. Insurance. With respect to performance of work under this Agreement, Contractor shall maintain and shall require all of its subcontractors, Contractors, and other agents to maintain, insurance as described in Exhibit C, which is attached hereto and incorporated herein by this reference.

7. Prosecution of Work. The execution of this Agreement shall constitute Contractor's authority to proceed immediately with the performance of this Agreement. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Contractor's performance of this Agreement shall be extended by a number of days equal to the number of days Contractor has been delayed.

8. Extra or Changed Work. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Minor changes, which do not increase the amount paid under the Agreement, and which do not significantly change the scope of work or significantly lengthen time schedules may be executed by the Sheriff-Coroner in a form approved by County Counsel. The Board of Supervisors or Purchasing Agent must authorize all other extra or changed work. The parties expressly recognize that, pursuant to Sonoma County Code Section 1-11, County personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Contractor to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Contractor shall be entitled to no compensation whatsoever for the performance of such work. Contractor further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the County.

9. Representations of Contractor.

9.1 Standard of Care. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release.

9.2 Status of Contractor. The parties intend that Contractor, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Contractor is not to be considered an agent or employee of County and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits County provides its employees. In the event County exercises its right to terminate this Agreement pursuant to Article 4, above, Contractor expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

9.3 No Suspension or Debarment. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration. If the Contractor becomes debarred, Contractor has the obligation to inform the County.

9.4 Taxes. Contractor agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Contractor agrees to indemnify and hold County harmless from any liability which it may incur to the United States or to the State of California as a consequence of Contractor's failure to pay, when due, all such taxes and obligations. In case County is audited for compliance regarding any withholding or other applicable taxes, Contractor agrees to furnish County with proof of payment of taxes on these earnings.

9.5 Records Maintenance. Contractor shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to County for inspection at any reasonable time. Contractor shall maintain such records for a period of four (4) years following completion of work hereunder.

9.6 Conflict of Interest. Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by

County, Contractor shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with County disclosing Contractor's or such other person's financial interests.

9.7 Statutory Compliance/Living Wage Ordinance. Contractor agrees to comply with, and to ensure compliance with from its subcontractors, all applicable federal, state and local laws, regulations, statutes and policies – including but not limited to the County of Sonoma Living Wage Ordinance – 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. Without limiting the generality of the foregoing, Contractor expressly acknowledges and agrees that this Agreement may be subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

9.8 Nondiscrimination. Without limiting any other provision hereunder, Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

9.9 AIDS Discrimination. Contractor agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

9.10 Assignment of Rights. Contractor assigns to County all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Contractor in connection with this Agreement. Contractor agrees to take such actions as are necessary to protect the rights assigned to County in this Agreement, and to refrain from taking any action which would impair those rights. Contractor's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as County may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of County. Contractor shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of County.

9.11 Ownership and Disclosure of Work Product. All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, Contractors, and other agents in connection with this Agreement shall be the property of County. County shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Contractor shall promptly deliver to County all such documents, which have not already been provided to County in such

form or format, as County deems appropriate. Such documents shall be and will remain the property of County without restriction or limitation. Contractor may retain copies of the above-described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of County.

9.12 Authority. The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of Contractor.

10. Demand for Assurance. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article limits County's right to terminate this Agreement pursuant to Article 4.

11. Assignment and Delegation. Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

12. Method and Place of Giving Notice, Submitting Bills and Making Payments. All notices, bills, and payments shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service. Notices, bills, and payments shall be addressed as follows:

TO: COUNTY: Sonoma County Coroner's Office
 3336 Chanate Road
 Santa Rosa, CA 95403
 Sheriff-Coroner@Sonoma-County.org

TO: CONTRACTOR: NMS Labs, Senior Territory Manager
 3701 Welsh Road
 Willow Grove, PA 19090
 (215) 657-4900
 linda.gott@nmslabs.com

When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a notice, bill or payment is sent by facsimile or email, the notice, bill or payment shall be deemed

received upon transmission as long as (1) the original copy of the notice, bill or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5:00 PM (recipient's time). In all other instances, notices, bills and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

13. Miscellaneous Provisions.

13.1 No Waiver of Breach. The waiver by County of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

13.2 Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Contractor and County acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Contractor and County acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

13.3 Consent. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

13.4 No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

13.5 Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or the forum nearest to the city of Santa Rosa, in the County of Sonoma.

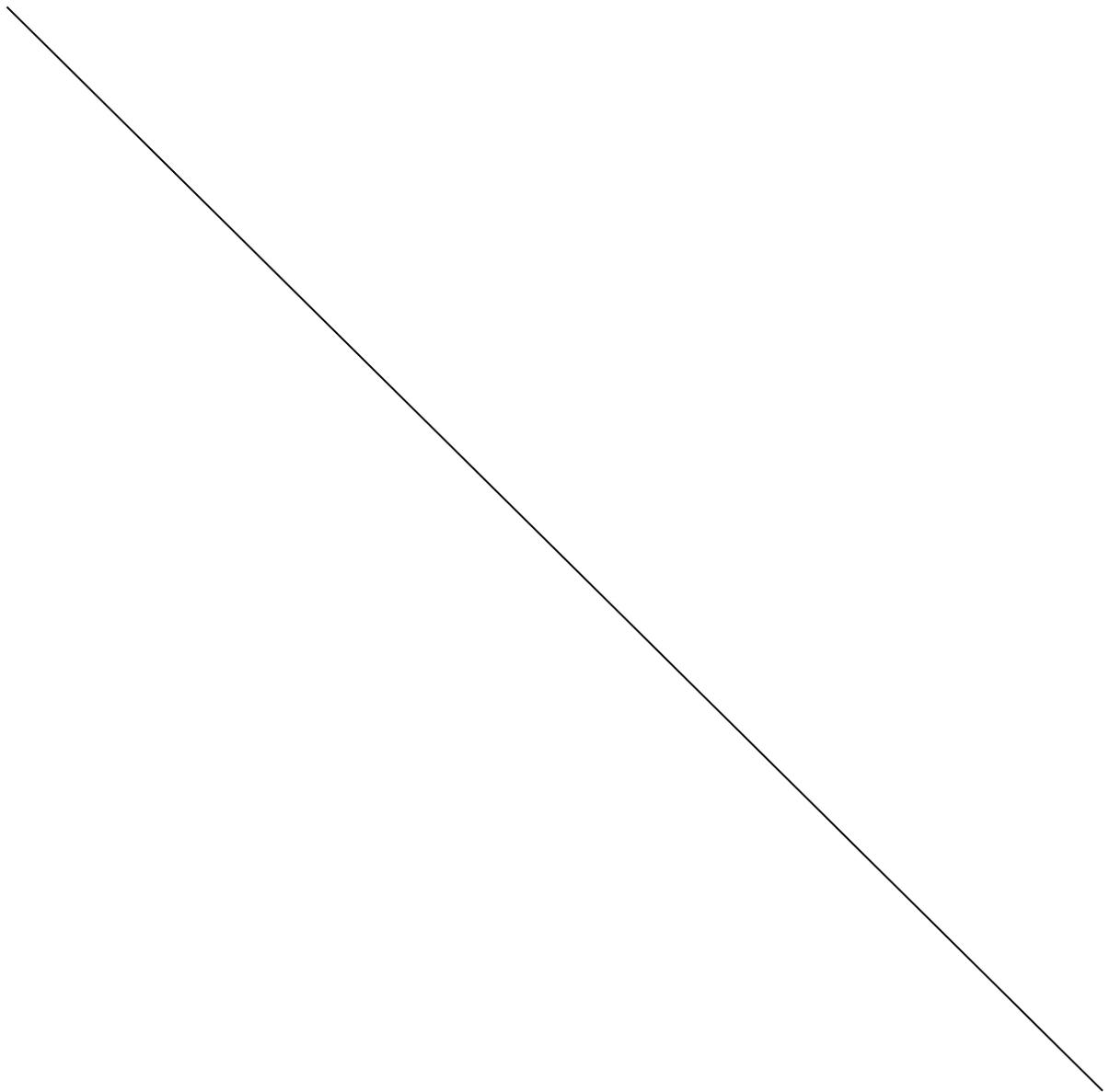
13.6 Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

13.7 Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. Each Party acknowledges that, in entering into this Agreement, it has not relied on any representation or

undertaking, whether oral or in writing, other than those which are expressly set forth in this Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

13.8. Survival of Terms. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

13.9 Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.



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

NMS LABS, INC.

COUNTY OF SONOMA

By: _____

By: _____
Sheriff-Coroner

Name: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM FOR COUNTY

By: _____
County Counsel

Date: _____

CERTIFICATES OF INSURANCE ON
FILE WITH SHERIFF'S OFFICE

By: _____
Department Analyst

Date: _____

Exhibit A

Scope of Work

During the term of this Agreement, Contractor (“Laboratory”) shall perform the following services to the County upon the request of the Sheriff’s Office:

1. Chain of Custody

Laboratory shall maintain a strict chain of custody which clearly documents the name, date and time that Laboratory personnel handle, inspect, analyze, store or transport specimens which are under Laboratory’s control, from the time the samples are removed from the Sheriff’s Office and until they are returned. Laboratory shall use reasonable care to protect the confidentiality of the specimens.

2. Transport

Laboratory shall provide all containers and supplies necessary for specimen collection, identification, storage, and transportation. Laboratory shall supply pre-printed forms for Sheriff’s Office staff to request and identify the testing services needed, as well as to document chain of custody and control of each specimen.

Laboratory shall provide all packing and shipping materials needed for Sheriff’s Office staff to send specimens to Laboratory for testing. Specimens will be transported via the mail courier of Laboratory's choosing.

3. Storage

Laboratory will ensure that all samples are stored appropriately, either in a refrigerated or frozen environment, to ensure against loss, contamination or deleterious change.

4. Retention

Laboratory shall provide all specimen retention and disposal services. Specimens shall be retained for a period of two (2) years unless Sheriff’s Office staff explicitly requests either a longer retention period or that specimens be returned. Sheriff’s Office shall pay for shipping expenses related to such return requests.

5. Testing

Laboratory shall have the ability to conduct forensic toxicology testing services in order to determine the cause of death. Laboratory shall contact the Sheriff’s Office regarding cases in which analytes found outside of the requested scope of analysis may require additional testing or directed analysis. Laboratory should have a documented record of its ability to handle routine and non-routine specimens, e.g., blood, serum, plasma, urine, vitreous, bile, hair, organs, bone, decomposed tissue, embalmed or exhumed bodies.

Laboratory should provide capability for online ordering and online result reporting.

6. Lab Reports

For each test conducted, Laboratory shall provide:

- a. A typewritten or computer generated report that fully documents the toxicological tests or other laboratory analysis performed, as well as the results obtained.
- b. Each report must contain, at a minimum, the following information:
 - i. Subject name
 - ii. Sheriff's Office case number
 - iii. Name of Sheriff's Office personnel authorizing the work
 - iv. Date specimen received and date report released
 - v. Specific test(s) requested and performed
 - vi. Complete description of results obtained
 - vii. Statement of negative findings
- c. All test reports shall be signed by a toxicologist who is certified by the American Board of Forensic Toxicology.
- d. Test reports shall be completed within 10-15 days of sample receipt. Laboratory will notify the Sheriff's Office of any unanticipated delay in report delivery.

7. Customer Service

Laboratory shall specify and provide a direct account manager who can respond to inquiries made by the Sheriff's Office within one (1) business day of the request.

Customer service shall also include access to a toxicologist who can provide support to Sheriff's Office personnel regarding testing results or reports, at no additional cost, during business hours (Pacific Time), Monday through Friday.

Laboratory shall keep the Sheriff's Office informed of any advances or changes to the breadth of testing offered by Laboratory and shall provide related information and documentation upon request.

8. Expert Testimony

A toxicologist certified by the American Board of Forensic Toxicology shall be available to provide expert courtroom testimony on initial screening and confirmation of testing and procedures, as requested by the Sheriff's Office. The rates for expert testimony are specified in Exhibit B of this Agreement.

Exhibit B
Rates

Upon request of the Sheriff-Coroner or designee, Contractor shall perform toxicology tests according to the rates below.

Account Number(s): 10325
 Price Code Number: SONO
 Pricing Effective Date: 1/1/2018
 Pricing Expiration Date: 12/31/2020

NMS Labs agrees that in the event of a price decline, the benefit of such lower price shall be extended to the County. NMS Labs will notify the County by e-mail of any price decline and any additional discounts.

The following tests will be discounted from NMS Labs Current List Price Fee Schedule for the term of this contract:

Acode	Description	Discounted Price
1002B	Carbon Monoxide Exposure Biouptake Screen, Blood	\$48.00
1919FL	Electrolytes and Glucose Panel (Vitreous), Fluid (Forensic)	\$70.00
2143B	Gabapentin, Blood	\$100.00
5656B	Carbon Monoxide Exposure Biouptake Confirmation, Blood (Forensic)	\$77.00
7542B	Ethanol - Title 17, Blood - Send Out	\$58.00
7542SP	Ethanol - Title 17, Serum/Plasma - Send Out	\$58.00
7542U	Ethanol - Title 17, Urine - Send Out	\$58.00
8050U	Postmortem, Urine Screen Add-on (6-MAM Quantification only)	\$28.00
8051B	Postmortem, Basic, Blood (Forensic)	\$120.00
8051FL	Postmortem, Basic, Fluid (Forensic)	\$198.00
8051SP	Postmortem, Basic, Serum/Plasma (Forensic)	\$139.00
8051TI	Postmortem, Basic, Tissue (Forensic)	\$246.00
8051U	Postmortem, Basic, Urine (Forensic)	\$139.00
8052B	Postmortem, Expanded, Blood (Forensic)	\$189.00
8052FL	Postmortem, Expanded, Fluid (Forensic)	\$482.00
8052SP	Postmortem, Expanded, Serum/Plasma (Forensic)	\$241.00
8052TI	Postmortem, Expanded, Tissue (Forensic)	\$527.00
8052U	Postmortem, Expanded, Urine (Forensic)	\$241.00
8061U	Postmortem, Basic w/o Alcohol, Urine (Forensic)	\$129.00
8061B	Postmortem, Basic w/o Alcohol, Blood (Forensic)	\$129.00
8062B	Postmortem, Expanded w/o Alcohol, Blood (Forensic)	\$231.00
8062U	Postmortem, Expanded w/o Alcohol, Urine (Forensic)	\$231.00
8063B	Postmortem, Basic to Expanded Upgrade, Blood (Forensic)	\$130.00
8092B	Postmortem, Expert, Blood (Forensic)	\$433.00

All other testing ordered during this effective period will be billed at 2017 List Price Fees.

Prepaid federal express air bills will be provided for shipping samples to NMS Labs for testing.

Expert Testimony: Contractor shall, if requested, provide expert testimony relative to the work performed, at the rates specified below:

- A. Toxicologist or Certifying Scientist (deposition, testimony, case review, trial or case prep) - \$350 per hour
- B. Senior Toxicologist review - \$400 per hour
- C. Administrative staff or lab analyst (deposition, testimony) - \$200 per hour
- D. Other
 - i. Travel time for all staff is charged at 50% of deposition/testimony rate and is door to door
 - ii. County is responsible for all travel-related expenses
 - iii. County is responsible for arranging transportation and lodging when located >150 miles from Willow Grove, PA
 - iv. All fees are calculated on an hourly basis; one-hour minimum applies
 - v. Other terms and conditions may apply
- E. Litigation Packet Preparation - \$75 per hour; \$250 minimum fee applies
- F. File Preparation (plus cost of supplies) - \$75 per hour

Expenses not expressly authorized by the Agreement shall not be reimbursed.

Total payments made to Contractor under this Agreement shall not exceed seventy-five thousand dollars (\$75,000.00) without the prior written approval of County. Payments shall be made only upon the satisfactory completion of the services as determined by County.

Exhibit C
Insurance Requirements
Template #5

With respect to performance of work under this Agreement, Contractor shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

County reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

1. Workers Compensation and Employers Liability Insurance

- a. Required if Contractor has employees as defined by the Labor Code of the State of California.
- b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. *Required Evidence of Insurance*: Certificate of Insurance.

If Contractor currently has no employees as defined by the Labor Code of the State of California, Contractor agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.

2. General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Umbrella Liability Insurance. If Contractor maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Contractor.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County. Contractor is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving the County.
- d. County of Sonoma, its Officers, Agents and Employees, Attn: Sonoma County Sheriff's Office, 2796 Ventura Avenue, Santa Rosa, California 95403 shall be additional insureds

for liability arising out of operations by or on behalf of the Contractor in the performance of this Agreement.

- e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- f. The policy definition of “insured contract” shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the “f” definition of insured contract in ISO form CG 00 01, or equivalent).
- g. The policy shall cover inter-insured suits between the additional insureds and Contractor and include a “separation of insureds” or “severability” clause which treats each insured separately.
- h. *Required Evidence of Insurance:*
 - i. Copy of the additional insured endorsement or policy language granting additional insured status; and
 - ii. Certificate of Insurance.

3. Automobile Liability Insurance

- a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limits may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Umbrella Liability Insurance.
- b. Insurance shall cover all owned autos. If Contractor currently owns no autos, Contractor agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
- c. Insurance shall cover hired and non-owned autos.
- d. *Required Evidence of Insurance:* Certificate of Insurance.

4. Professional Liability/Errors and Omissions Insurance

- a. Minimum Limit: \$1,000,000 per claim or per occurrence. \$1,000,000 annual aggregate.
- b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County.
- c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
- d. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- e. *Required Evidence of Insurance:* Certificate of Insurance.

5. Standards for Insurance Companies

Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

6. Documentation

- a. The Certificate of Insurance must include the following reference: Forensic Toxicology Services.
- b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Contractor agrees to maintain current Evidence of Insurance on file with County for the entire term of this Agreement and any additional periods if specified in Sections 1 – 4 above.
- c. The name and address for Additional Insured endorsements and Certificates of Insurance is: County of Sonoma, its Officers, Agents and Employees, Attn: Sonoma County Sheriff's Office, 2796 Ventura Avenue, Santa Rosa, California 95403.
- d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- e. Contractor shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

7. Policy Obligations

Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

8. Material Breach

If Contractor fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. County, at its sole option, may terminate this Agreement and obtain damages from Contractor resulting from said breach. Alternatively, County may purchase the required insurance, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.



County of Sonoma Agenda Item Summary Report

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

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

To: The Board of Supervisors of Sonoma County

Board Agenda Date: December 12, 2017

Vote Requirement: Majority

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

Staff Name and Phone Number:

Johannes J. Hoevertsz (707) 565-2231

Supervisorial District(s):

All

Title: Award of contract for the Charles M. Schulz – Sonoma County Airport’s Hessel Creek Enhancement and Restoration Project for mitigation associated with the Runway Safety Project.

Recommended Actions:

1. Approve plans and specifications for the Airport’s Hessel Creek Enhancement and Restoration Project.
2. Authorize the Chair to award and execute a construction contract to the lowest responsible bidder, Habitat Restoration and Enhancement Services, Incorporated, in the amount of \$389,500.00, for the purpose of implementing in-stream enhancement work at Hessel Creek in order to reduce bank erosion, re-establish streamside vegetation, and reduce sediment mobilization and transport into the Laguna de Santa Rosa.

Executive Summary:

The Department of Transportation and Public Works is requesting the Board of Supervisors authorize execution of a contract with Habitat Restoration and Enhancement Services, Incorporated in order to comply with federal, state and local permit conditions associated with the Airport Runway Safety Area project. The proposed in-stream enhancement work at Hessel Creek inside the Desmond Mitigation Bank will reduce bank erosion, re-establish streamside vegetation, and reduce sediment mobilization and transport into the Laguna de Santa Rosa. All costs associated with this contract are eligible for reimbursement from the Federal Aviation Administration at a rate of 90.66%.

Discussion:

In 2012, the Board of Supervisors approved the Runway Safety Area Project after certifying an Environmental Impact Report, and adopting both a Statement of Overriding Considerations and a Mitigation Monitoring and Reporting Program for the Project. Among other items, the Project included an Airport Runway Safety Area Project that entailed the construction of Runway Safety Areas and

associated runway extensions, blast pads, aprons, taxiways and access roads. In 2014, minor changes were made to the project that triggered an addendum to the Environmental Impact Report. The Addendum was approved and adopted by the Board of Supervisors in February of 2014.

As part of the Runway Safety Area project permit conditions imposed by the US Army Corps of Engineers, California Department of Fish and Wildlife, the North Coast Regional Water Quality Control Board, and the US Fish and Wildlife Service Biological Opinion, the County is required to complete certain environmental mitigations. A specific permit requirement is riparian mitigation of Hessel Creek inside the Desmond Mitigation Bank including in-stream enhancement work at various locations along the bed and banks to enhance, restore, and re-establish stream and riparian habitat, reduce bank erosion, re-establish streamside vegetation, and reduce sediment mobilization and transport into the Laguna de Santa Rosa. A detailed Scope of Work is included with the attached contract and includes:

Implementing the in-stream enhancement work portions of the Hessel Creek Enhancement and Restoration Plan. The reach of Hessel Creek to be enhanced is located on the Desmond Mitigation Bank site in the Laguna de Santa Rosa region of the Santa Rosa Plain in Sonoma County.

In-stream enhancement work would occur in various locations along the bed and banks of 2,623 linear feet (0.49 acre) of Hessel Creek in order to reduce bank erosion, re-establish streamside vegetation, and reduce sediment mobilization and transport into the Laguna de Santa Rosa downstream.

This work shall entail stream bank laybacks in selected locations; installation of erosion control blankets, coir rolls, and willow mats; and plantings of willow poles and native blackberry plants.

The Project is intended to restore the specific type of riparian woodland and valley oak woodland habitat associated with floodplain ecosystems in the Laguna de Santa Rosa, as partial mitigation for impacts to creek and riparian habitat that occurred under the Charles M. Schulz – Sonoma County Airport Runway Safety Enhancement Project.

Competitive Process, Selection & Cost Detail

The Project was advertised for bids: August 23, 2017

Bids for construction of said Project were received and opened on September 15, 2017, with only one bid received. The bid received was from Habitat Restoration and Enhancement Services, Incorporated of Vista, California in the amount of \$389,500.00. The engineers estimate for the project is \$400,000.

The lowest responsive and responsible bid is from Habitat Restoration and Enhancement Services, Incorporated at \$389,500.00 which is \$10,500.00 (2.6%) below the Engineer's Estimate.

The difference in the cost between the lowest bid and the engineer's estimate is correlated to the In-stream enhancement work's initial review and a more accurate reading of in-field soil displacement work provided by the bidder's engineer. Habitat Restoration Services is experienced in this type of construction and met the experience requirements.

The Project is part of Federal Aviation Administration Grant #46 which will provide reimbursement of 90.66% of costs, or \$353,120.70. The local match is 9.34% of costs, or \$36,379.30 and has been included in the FY 17-18 adopted budget for the Airport. Operating revenue from Fess and Services will be used to fund the local match requirements.

The Department of Transportation and Public Works request that the Board:

1. Approve plans and specifications for the Airport’s in-stream enhancement work portions of the Hessel Creek Enhancement and Restoration Plan.
2. Award and authorize the Chair to execute a construction contract to the lowest responsible bidder, Habitat Restoration and Enhancement Services, Incorporated in the amount of \$389,500.00, for the purpose of restoring the specific type of riparian woodland and valley oak woodland habitat associated with floodplain ecosystems in the Laguna de Santa Rosa region of the Santa Rosa Plain.

Prior Board Actions:

10/22/13: Board approved purchase of conservation credit acreage for mitigation related to the Runway Safety Project.

9/10/13: Board approved four Agreements and two Amendments for purchase of conservation acreage and approved three Grant Anticipation Notes, all related to the Runway Safety Project.

3/1/16: Board approved mitigation and monitoring contracts with Laguna Foundation and City of Santa Rosa regarding Brown Farm site, related to the Runway Safety project.

8/22/17: Board approved a contract for the Burke’s Goldfield Habitat Enhancement project at the Sonoma County Airport Consolidated Mitigation Area and an agreement for riparian mitigation, maintenance and monitoring of Hessel Creek, related to the Runway Safety project.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

The action supports the County’s strategic goal of Economic and Environmental Stewardship by completing the environmental mitigation requirements of the Airport Runway Safety Area project. The Runway project has provided a significant improvement to Airport infrastructure leading directly to the increased commercial air service. The environmental mitigation funded by their contract ensures that the environmental impact of the runway construction are offset by preservation and improvement of open space in perpetuity.

Fiscal Summary			
Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses	389,500.00		
Additional Appropriation Requested			
Total Expenditures	389,500.00		
Funding Sources			
General Fund/WA GF			
State/Federal	353,120.70		
Fees/Other	36,379.30		
Use of Fund Balance			
Contingencies			
Total Sources	389,500.00		
Narrative Explanation of Fiscal Impacts:			
This contract (\$389,500.00), including the local match requirements of \$36,379.30 has been included in the FY 17-18 adopted budget for the Airport. Operating revenue from Fees and Services generated from aeronautical users will be used to fund the local match requirements.			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
There are no staffing impacts to the Airport associated with the agreement.			
Attachments:			
Related Items "On File" with the Clerk of the Board:			
Special Provisions and Bid Book			



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors

Board Agenda Date: December 12, 2017

Vote Requirement: Majority

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

Staff Name and Phone Number:

Johannes J. Hoevertsz 707-565-2231

Supervisorial District(s):

Fourth

Title: Moffatt & Nichol First Amendment for consulting engineer design of the River Road Bridge over Gill Creek Replacement Project (C11002).

Recommended Actions:

Approve and authorize the Chair to sign a first amendment to the agreement with Moffatt & Nichol for consulting engineer design services for the River Road Bridge over Gill Creek Replacement Project (C11002) to extend the agreement term from December 31, 2017 to December 31, 2021, at no additional cost.

Executive Summary:

The proposed project will replace the existing two lane bridge on River Road over Gill Creek, near the town of Geyserville. The current bridge has suffered significant scour and is scheduled to be replaced with a bridge constructed to current standards and an alignment that is best suited to changes that have occurred in the creek channel itself.

A typical bridge project takes between five (5) and seven (7) years to complete. A review of the County's bridge priority program using criteria based on sufficiency ratings, traffic volumes, and functionality has shifted the expected completion date of this project. The Department requests the Board of Supervisors authorize the Chair to extend the term of this contract from December 31, 2017 to December 31, 2021.

Discussion:

Transportation and Public Works maintains 328 bridges in Sonoma County. In addition to routine maintenance and repair, the Department is currently managing 15, federally funded, bridge retrofit or replacement projects. These projects are at various stages of design and construction with the average lifespan from the execution of a design contract to a new bridge being opened, taking five (5) to seven (7) years.

In 2014, the Transportation and Public Works issued a Request for Qualifications for design services for the River Road Over Gill Creek Bridge Replacement Project (C11002) and received 24 proposals from

bridge consultants. Moffatt & Nichol was selected as the best qualified company to provide these services and the contract was approved by the Board of Supervisors on November 14, 2014. Moffatt & Nichol's work included: civil engineering and design, geotechnical engineering, traffic studies, hydraulics and hydrology, environmental studies, public outreach, and construction support services.

The contract with Moffatt & Nichol is for an amount not to exceed \$647,410 which included a 10% contingency. The total estimated cost of the bridge project is \$5,795,450. The entire project including design, right-of-way acquisition and construction is eligible for 100% federal funding.

Transportation and Public Works recommends authorizing this no cost, contract time extension. Failure to do so would delay any replacement strategy for years. A delay of this nature would also jeopardize federal funding and could lead to the County having to repay all funds spent to date. The time extension will allow the department the opportunity to work on the project while prioritizing other bridge projects and continuing to work on design and environmental issues. The four year extension better accounts for the time to meet all the requirements prior to advertising the project for construction.

Prior Board Actions:

1/13/15: Board approval of contract with Moffatt & Nichol.

Strategic Plan Alignment Goal 3: Invest in the Future

This project will invest in the future by upgrading public infrastructure to current standards and provide the community with a new bridge that has a significant operational lifespan.

Fiscal Summary

Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			

Narrative Explanation of Fiscal Impacts:

No fiscal impacts as a result of this amendment. Appropriations for this project are budgeted in the Capital Improvement Budget and is funded with grants from the federal bridge program.

Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
First Amendment to Agreement for Professional Services with Moffatt & Nichol			
Related Items “On File” with the Clerk of the Board:			
Professional Services Agreement with Moffatt & Nichol			

FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

This First Amendment (“First Amendment”), effective as of _____ (“Amendment Effective Date”), is to that certain Agreement for Professional Services by and between the County of Sonoma (hereinafter “County”), and Moffatt & Nichol a California corporation (hereinafter “Consultant”), dated as of January 13, 2015 (the “Original Agreement,” and as supplemented and amended by this First Amendment, the “Agreement”). County and Consultant are sometimes referred to hereinafter individually as a “party” and collectively as the “parties.”

RECITALS

WHEREAS, County and Consultant previously entered into the Original Agreement to provide for engineering services for the River Road Bridge over Gill Creek Replacement Project (C11002); and

WHEREAS, County and Consultant desire to amend the Agreement in order to extend the term; and

WHEREAS, in the judgment of the Board of Supervisors of the County of Sonoma, it is necessary and desirable to amend the Agreement as set forth above.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the receipt and adequacy of which is acknowledged, the parties hereto agree as follows:

AGREEMENT

As of the Amendment Effective Date, the Agreement shall be deemed to be amended in the following manner:

1. Incorporation of Recitals. The foregoing recitals are true and correct and are hereby incorporated into and form a part of this Amendment.

2. Section 3. “Term of Agreement” of the Original Agreement is hereby deleted in its entirety and replaced with the following language:

“3. Term of Agreement. The term of this Agreement shall be from Effective Date through December 31, 2021, unless terminated earlier in accordance with the provisions of Article 4 below.”

3. Section 9.13. “Statutory Compliance/Living Wage Ordinance” is hereby added to the Original Agreement as follows:

“9.13. Statutory Compliance/Living Wage Ordinance. Consultant shall comply with any and all federal, state, and local laws—including, but not limited to the county of Sonoma living wage ordinance—affecting the services provided by this Agreement. Without limiting the generality of the foregoing, Consultant expressly acknowledges and agrees that this Agreement is subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.”

4. Section 1 under the Heading “Stipulations” on page 8 of Exhibit “A” (Scope of Services for the Design of River Road Bridge over Gil Creek) is hereby amended as follows:

“1. *[Reserved].*”

COUNTY AND CONSULTANT HAVE CAREFULLY READ AND REVIEWED THIS FIRST AMENDMENT AND EACH TERM AND PROVISION CONTAINED HEREIN AND, BY EXECUTION OF THIS FIRST AMENDMENT, SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the Amendment Effective Date.

CONSULTANT: _____

COUNTY: COUNTY OF SONOMA

By: _____

CERTIFICATES OF INSURANCE ON FILE AND APPROVED AS TO SUBSTANCE FOR COUNTY:

Name: _____

By: _____

Department Head

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM FOR COUNTY:

By: _____

County Counsel

Date: _____

By: _____

Chair Board of Supervisors

Date: _____

ATTEST: _____

Clerk of the Board of Supervisors



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 30
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: December 12, 2017

Vote Requirement: Majority

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

Staff Name and Phone Number:

Johannes J. Hoevertsz 707-565-2231

Supervisorial District(s):

Countywide

Title: Subsidized Transit Fare Program for Veterans and College Students – Program update and recommendation for 2018.

Recommended Actions:

1. Provide funding to continue the College Student Subsidized Fare program January 1 - December 31, 2018 in an amount up to \$110,247 and Authorize the Chair to execute a Memorandum of Understanding with Santa Rosa Junior College and Sonoma State University in the amounts of \$111,308 and \$23,438, respectively to support the 2018 program.
2. Approve the use of Contingency funds in the amount of \$55,124 to fund the College Student Subsidized Fare Program and \$17,897 to fund the permanent Veterans Subsidized Fare Program from January-June, 2018.

Executive Summary:

This action provides an update on year three of the Subsidized Transit Fare Program for Sonoma County Veterans and College Students and recommends actions for the Board to consider for continuance in 2018.

Discussion:

On September 30, 2014, the Board approved funding for Sonoma County Transit to implement a subsidized transit fare pilot-program for eligible College Students and Veterans, effective January 1 thru December 31, 2015. The approved program established a reimbursement rate for each eligible College Student and Veteran trip taken on Sonoma County Transit.

Staff updated the Board of the program on August 18, 2015 and on November 17, 2015, made recommendations for 2016. On November 17, 2015, the Board took actions to make the Subsidized Fare Program for Veterans permanent effective January 1, 2016 and extended the College Student Subsidized Fare Program through December 31, 2016. Following a staff report on the 2016 program on December 13, 2016, the Board extended the College Student Subsidized Fare Program through December 31, 2017.

This report provides an update on how the programs have performed in 2017 and provides a recommendation for the College Student Subsidized Fare Program for 2018.

Veterans Subsidized Fare Program: The program commenced on January 1, 2015 and provides Veterans free use of Sonoma County Transit upon their display of a Veterans Administration identification card or a Sonoma County Veterans ID card, upon boarding a Sonoma County Transit bus.

The program provided 29,912 trips to Veterans in 2015, 38,806 trips in 2016 and a projected 39,047 trips in 2017. While Veterans trips increased 30% in 2016 over 2015, the projected increase in 2017 versus 2016 is less than one percent. The decrease can be attributed, in part, to the disruption in service caused due the wildfires in October, but more broadly lower systemwide ridership that Sonoma County Transit and most transit systems in the region and state are experiencing.

In September, average ridership by Veterans was 140 on weekdays, 63 on Saturdays and 45 on Sundays.

From January – September, 2017, 82% of Veterans trips were taken on Sonoma County Transit's main north/south, east/west routes, 11% of Veterans trips were made on Route 62 which serves the Veterans Outpatient Clinic on Airport Blvd. The remaining 7% of Veterans trips were made on various local and intercity routes with the Sonoma County Transit network.

Due to lower than projected ridership by Veterans, 2017's subsidy is projected to be \$34,752, \$6,248 less than the \$41,000 that was projected in December, 2016. It is estimated that the Veterans Subsidized Fare Program will have a modest 3% increase in ridership during 2018 and provide 40,219 trips and require a subsidy of \$35,795.

College Student Subsidized Fare Program: Also commencing on January 1, 2015, the College Student Subsidized Fare Program provides currently enrolled students attending a Sonoma County college unrestricted use of Sonoma County Transit. This includes non-school bound trips, weekend trips and trips during school breaks.

In September, average ridership by College Students was 741 on weekdays, 146 on Saturdays, and 96 on Sundays.

Usage of the program is split between students attending Santa Rosa Junior College and Sonoma State University. During 2016, the split was 86% SRJC and 14% SSU. Total 2016 ridership was 152,844 SRJC and 23,988 SSU. Total cost to the general fund for the 176,832 trips taken was \$203,385.

In 2017, the ridership split between the two colleges has changed slightly with SRJC representing 83% and SSU representing 17% of the College Student ridership, respectively. It is projected that 2017's overall College Student ridership will decrease 15%. This is the result of a projected 18.36% decrease in SRJC riders and a 6.41% increase in SSU riders. Compared to 2016's College Student Ridership of 176,832, 2017's projected ridership of 150,312 represents a decrease of 26,520 passenger trips. With the decrease in usage, the program subsidy decreases as well. It is projected that the net general fund subsidy, less contributions from Santa Rosa Junior College and Sonoma State University, will be \$149,252. This represents a \$87,579 decrease from the \$236,831 request made 12/13/16 to fund the 2017 College Student Subsidized Fare Program.

Like the Veterans program noted above, the decrease in College Student ridership can be attributed, in part, to the disruption in service caused due the wildfires in October, the impact on student enrollment and transit usage after the fires and lower system wide ridership that Sonoma County Transit and most transit systems in the region and state are experiencing. Since the October fires, weekday ridership by

Santa Rosa Junior College students has decreased approximately 14% while Sonoma State University student ridership has largely been unaffected.

This fall, staff has worked with both Santa Rosa Junior College and Sonoma State University to identify outside funding for 2018 to further reduce reliance on the general fund to support this program. Below is the status of those efforts:

Santa Rosa Junior College: This past April, the student body passed a fee initiative that provides funding to assist with the County's Subsidized Fare Program for College Students and provides financial support for similar programs recently introduced on Santa Rosa CityBus and Petaluma Transit. As a result of its fee initiative passage, Santa Rosa Junior College has increased its contribution to the 2017 program from an anticipated \$30,000 to \$70,000. Based on projected ridership for 2018, Santa Rosa Junior College has committed to funding 55% of the fare subsidy of SRJC student travel. This represents a projected subsidy of \$111,308, a \$41,308 increase over 2017's revised contribution level.

Sonoma State University: Based on projected Sonoma State University student ridership for 2017, SSU's 2017 contribution of \$19,744 represents approximately 49% of its students' subsidy. Like Santa Rosa Junior College, Sonoma State University has committed to supporting the program at a fare subsidy of 55% for its students using Sonoma County Transit in 2018. This represents a subsidy of \$23,438 for 2018, a \$3,694 increase over 2017.

Both colleges have expressed interest in the development of a multi-year funding agreement. This was not possible for 2018, as Santa Rosa Junior College will use the fall semester 2017 and spring semester 2018 to determine the costs of supporting subsidized fare programs with Santa Rosa CityBus and Petaluma Transit which began in September. It will also have a better understanding of how much revenue its new transportation fee will generate on an annual basis.

Based on 2017's projected usage and increased contributions from the colleges, the net cost to the general fund for the Subsidized Fare Program for College Students, is projected to decrease \$54,133 from \$203,385 in 2016 to \$149,252 in 2017. In comparing 2018's projected general fund cost of \$110,247 with 2015's cost (\$283,570), the general fund contribution has decreased 61%.

Prior Board Actions:

12/13/16 – Provide funding to continue the College Student Subsidized Fare Program through December 31, 2017 in an amount up to \$236,831 and Authorize the Chair to execute a Memorandum of Understanding with Santa Rosa Junior College and Sonoma State University to accept their financial contributions in the amounts of \$30,000 and \$19,477, respectively.

11/17/15 – Board approved funding on an annual basis and adopted the Subsidized Fare Program for Veterans as a permanent program beginning January 1, 2016 and funding the College Student Subsidized Fare Program through December 31, 2016 in the amount of \$218,158 and accept financial assistance from Santa Rosa Junior College (\$60,000) and Sonoma State University (\$17,500) for 2016.

08/18/15 – Board received a Mid-Year Report on the 2015 Subsidized Fare Program and Upcoming Implementation of the Regional Clipper Card Fare Payment System on Sonoma County Transit.

09/30/14 – Board approved (1) Funding to Sonoma County Transit to implement a Subsidized Fare Pilot Program for eligible College Students and Veterans, effective January 1 through December 31, 2015, with an estimated cost of \$311,000.

07/29/14 – Board approved development of a Pilot Student Transit Pass Program.

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

The provision of public transit services assists the County’s goals of providing safe, healthy and caring community. The subsidized fare program for College Students and Veterans compliments these goals.

Fiscal Summary			
Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses		73,021	
Additional Appropriation Requested	73,021		
Total Expenditures	73,021		
Funding Sources			
General Fund/WA GF		73,021	
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies	73,021		
Total Sources	73,021	73,021	
Narrative Explanation of Fiscal Impacts:			
<p>The fiscal impact to the County is an estimated decrease of 21% for calendar year 2018 due to the increase in contributions from the Santa Rosa Junior College and Sonoma State University. The County contribution of \$73,021 for January – June 2018 represents \$55,124 to fund the College Student Program and \$17,897 for the permanent Veterans Program and will be appropriated during Second Quarter Consolidated Budget Adjustments. Appropriations for the remainder of the calendar year will be included as part of the FY 18/19 budget.</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:			
2018 Memorandum of Understanding agreements with Santa Rosa Junior College and Sonoma State University			
Related Items “On File” with the Clerk of the Board:			

Memorandum of Understanding

Subsidized Fare Program for College Students on Sonoma County Transit

Agreed to by the following parties:

*Sonoma State University (SSU) and
The County of Sonoma, Board of Supervisors and Sonoma County Transit (SCT)*

Sonoma State University recognizes the value and importance of Sonoma County Transit's College Student Subsidized Fare Program and is willing to financially support the program should the Board of Supervisors choose to extend the program through 2018. In addition to the environmental benefits, this program directly impacts the College's ability to provide access to educational services for some of the County's most economically challenged students. During the past three years, the program has been very successful by both anecdotal accounts provided by students and empirical data provided by Sonoma County Transit.

To this end, SSU and Sonoma County/SCT agree to the following:

- SSU agrees to contribute up to 55% of the cost of subsidized fares as it pertains to transit trips taken by SSU students during 2018, up to a maximum amount of \$23,438. Billings will occur in arrears and be made in July, 2018 for the January-June, 2018 period and in January 2019 for the July-December, 2018 period.
- This one year agreement will permit SSU to consider ways to continue and expand its participation in the College Student Subsidized Fare program, beyond 2018, with the intention of establishing a multi-year funding agreement should the program continue in 2019.
- The County of Sonoma and the Board of Supervisors agree to provide free ridership for Sonoma State University students who display valid ID cards to bus drivers from January 1, 2018 to December 31, 2018.

Signatures:

Sonoma State University

Date

Chair, Sonoma County Board of Supervisors
County of Sonoma

Date

11.28.17



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 31
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: December 12, 2017

Vote Requirement: Majority

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

Staff Name and Phone Number:

Johannes J. Hoevertsz (707) 565-3585

Supervisorial District(s):

All

Title: Out-of-state travel requests – Airport Manager

Recommended Actions:

Approve out-of-state travel requests for the Airport Manager.

Executive Summary:

The Department of Transportation and Public Works is seeking approval for two (2) out-of-state trips by the Airport Manager for Airport business for FY 17-18.

Discussion:

Pursuant to the Travel and Meal Reimbursement Policy (Administrative Policy #3-2) Department Heads are authorized to approve the first two out-of-state trips and the County Administrator may approve a third out-of-state travel in a fiscal year. Subsequent out-of-state trips require Board of Supervisor's approval.

The Airport Manager has already been authorized for three out-of-state trips for FY 17-18. The director of Transportation and Public Works authorized two out-of-state trips: Las Vegas, NV to attend the American Association of Airport Executives Board Meeting and National Airports Conference to represent the Southwest Chapter of the American Association of Airport Executives from September 29-October 2, 2017 and Seattle, WA to attend meetings with route planners and the marketing department with Alaska Airlines to discuss schedule plans for 2018 from November 1-2, 2017. The County Administrator authorized a third combined trip in Minneapolis, MN to meet with Sun Country Airlines and to Chicago, IL to meet with United Airlines at their headquarters to attend air service planning meetings to discuss schedules and plans for 2018 and to promote Denver service from November 27-29, 2017.

Although it is not uncommon for the Airport Manager to travel out-of-state in the course of business, this is an exceptionally high year for travel since the County now has four airlines and one-on-one meetings with individual airlines are essential to maintain good communications and to promote the Airport and seek opportunities for service enhancements in Sonoma County. In addition, the Airport

Manager is the President of the Southwest Chapter of the American Association of Airport Executives representing airports in California, Arizona, Nevada and Hawaii, and in that role represents the Chapter at board meetings and conferences, national conferences, and American Association of Airport Executives board meetings. The Airport Manager assumed the President role in July 2017 and will act as president until July 2018. While serving as President, the Airport manager will be able to network with other airport executives, participate in leadership briefings and meetings and meet with many officials from the Federal Aviation Administration and Transportation and Security Administration. While the Airport Manager is traveling, he will be available by phone and email and other Airport staff are available to handle on-site issues as they arise.

The Department of Transportation and Public Works is requesting that the Airport Manager be authorized for two (2) additional out-of-state trips this fiscal year for the following purposes:

- Attend the American Association of Airport Executives Board of Directors meeting and Aviation Issues Conference in Kona, Hawaii January 7-11, 2018. The purpose of this trip is to fulfill the duties as the President for the Southwest Chapter of the American Association of Airport Executives on the American Association of Airport Executives Board of Directors meeting and to attend the Aviation issues Conference. Attending this conference will provide the Airport Manager opportunities for direct engagement with key decision-makers, industry leaders, Washington officials from Capitol Hill, and key federal agencies to promote the needs of the Sonoma County Airport and Terminal Expansion. To assist with the costs associated with these duties, the American Association of Airport Executives provides a stipend that can be used to cover transportation and lodging, which will be used to reimburse the Airport.
- Attend the American Association of Airport Executives Chapter Officers meeting and Legislative Conference in Washington, DC March 19-22, 2018. The purpose of this trip is to fulfill the duties as the President for the Southwest Chapter of the American Association of Airport Executives at the annual Chapter officers meeting and attend the Legislative conference to learn about legislative agenda for the next year.

Prior Board Actions:

12/13/16: Board authorized out-of-state travel for Airport Manager
 10/4/16: Board authorized out-of-state travel for Airport Manager
 3/15/16: Board authorized out-of-state travel for Airport Manager in FY 15-16

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

Provides opportunities to meet with airlines on a one-to-one basis to discuss potential service opportunities and to gain the most recent industry information and discuss Airport needs with Federal officials. Also provides opportunities to promote Sonoma County tourism and businesses.

Fiscal Summary			
Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses	\$8,000		
Additional Appropriation Requested			
Total Expenditures	\$4,000		
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other	\$4,000		
Use of Fund Balance			
Contingencies			
Total Sources	\$4,000		
Narrative Explanation of Fiscal Impacts:			
Funding for travel expenses related to these trips has been included in the FY 17-18 Airport Enterprise Budget, Airport Operations 34030101 sub-object 51602 generated from Airport user fees. Costs for travel and lodging relating to the Aviation Issues and Legislative Conference will be reimbursed up to \$5,000.00 from the American Association of Airport Executives.			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
None			
Attachments:			
None			
Related Items “On File” with the Clerk of the Board:			
None			



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 32
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: December 12, 2017

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:

Approve the appointment adjustment of Sonoma County Tourism Board members Gary Saperstein and Jonny Westom, to a term end date of June 30, 2018. (First District)

Executive Summary:

At the October board meeting, the SCT Board of Directors voted and mandated the alignment of all SCT Board of Director's seats through June 30, 2018, to align to the new fiscal year calendar (July – June) as requested by the county. This applies to all of the appointed TOT seats on the board, and would shift from ending on a calendar year (Dec).

Discussion:

Prior Board Actions:

Gary Saperstein was appointed on 12-31-2015.

Jonny Westom was appointed on 12-31-2015.

Strategic Plan Alignment Goal 4: Civic Services and Engagement

Fiscal Summary			
Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			
Narrative Explanation of Fiscal Impacts:			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Related Items “On File” with the Clerk of the Board:			
None.			



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 33
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors of Sonoma County

Board Agenda Date: December 12, 2017

Vote Requirement: Majority

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

Staff Name and Phone Number:

Barbie Robinson, 565-7876

Supervisorial District(s):

Title: Maternal, Child and Adolescent Health Advisory Board Appointments and Reappointments

Recommended Actions:

Appoint Natalie Johnson Loeper and Camille Rodrigues to the Sonoma County Maternal, Child and Adolescent Health Advisory Board for a term beginning January 1, 2018 and ending December 31, 2019.

Reappoint Melanie Dodson, Jessica Vergara, Gina Cuclis, Erika Rosebaugh, Guinevere Zabinsky and Megan Barajas to the Sonoma County Maternal, Child and Adolescent Health Advisory Board for a term beginning January 1, 2018 and ending December 31, 2019.

Executive Summary:

The Sonoma County Maternal, Child and Adolescent Health Program promotes the physical, social, and emotional health of childbearing women, children, adolescents, and their families in Sonoma County. The Program's Advisory Board, created in 1982 as required by state legislation, acts in an advisory capacity to the Board of Supervisors through the Department of Health Services. The Sonoma County Maternal, Child and Adolescent Health Advisory Board bylaws specify that members will be appointed by the Board of Supervisors.

Discussion:

New Appointments to the Sonoma County Maternal, Child and Adolescent Health Advisory Board

The Sonoma County Maternal, Child and Adolescent Health Advisory Board bylaws specify that members will be appointed by the Board of Supervisors. When vacancies on the Maternal, Child and Adolescent Health Advisory Board occur, the openings are posted on the County website in accordance with the Maddy Act and replacements are recruited from the community. Following procedures outlined in the bylaws, all applications are reviewed by the Maternal, Child and Adolescent Health Advisory Board Chairperson and Vice-Chairperson, who then make recommendations to the Department of Health Services. The Department of Health Services requests that the Board appoint the following new members to the Sonoma County Maternal, Child and Adolescent Health Advisory Board for a term beginning January 1, 2018 and ending December 31, 2019.

Natalie Johnson Loeper – Natalie is a Credentialed School Nurse with emphasis on Special Education who works for Sonoma Valley Unified School District. Natalie’s goal is to identify and advocate for the needs of the Maternal, Child and Adolescent Health population as seen in the school setting and for the needs of families of children with special needs; increasing awareness of available health support for families in the community. She will bring her observations and needs to the conversation with the Board and bring back knowledge of supportive programs and efforts taking place in the County available to families.

Camille Rodrigues – Camille is a Team Lead Sexual Assault Advocate who works for the Sonoma County Family Justice Center. Camille would like to advocate for the unmet needs of the Maternal, Child and Adolescent Health population by using her experience and current position at the Family Justice Center to inform the Board and to better serve clients. Desired collaborative efforts include providing ongoing education about family violence on a larger scale in Sonoma County.

New Appointments Summary	
Candidate	Representation
Natalie Johnson Loeper	School Health Personnel/Special Education
Camille Rodrigues	Community Representative/Safety & Prevention of Violence

Reappointments to the Sonoma County Maternal, Child and Adolescent Health Advisory Board

The Sonoma County Maternal, Child and Adolescent Health Advisory Board bylaws specify that at the end of a member’s term, members in good standing will be invited to remain on the Advisory Board and, upon their consent, reappointment will be recommended to the Board of Supervisors. The Department of Health Services requests that the Board reappoint the following members to the Sonoma County Maternal, Child and Adolescent Health Advisory Board for a term beginning January 1, 2018 and ending December 31, 2019.

Reappointments Summary	
Candidate	Representation
Melanie Dodson	Community Representative/Child Care & Development
Jessica Vergara	Community Representative/Teen Health
Gina Cuclis	Elected Officials &/or their Representatives
Erika Rosebaugh	Health Professional
Guinevere Zabinsky	Human Services Representative
Megan Barajas	Human Services Representative

With Board approval, all newly appointed and reappointed members will be sworn in at the next Maternal, Child and Adolescent Health Advisory Board meeting on January 4, 2018.

The Maternal, Child and Adolescent Health Program interacts with community systems as a partner in providing direct safety net services to high risk maternal, child and adolescent populations, as a coordinator of community-wide services and programs, and as a convener of the Maternal, Child and Adolescent Health Advisory Board and other collaborative groups to address emerging health needs in the community. The Maternal, Child and Adolescent Health Advisory Board has been an important vehicle for implementing prevention strategies and coordinating services that benefit the entire community. Partnering with local organizations and individuals is critical to reducing disparities and improving the overall health of women, children, and adolescents in Sonoma County.

Prior Board Actions:			
Most recently, on July 18, 2017 the Board appointed Leah Murphy and Bonnie Hayne to the Sonoma County Maternal, Child and Adolescent Health Advisory Board for a term beginning on August 3, 2017 and ending on December 31, 2018.			
Strategic Plan Alignment Goal 1: Safe, Healthy, and Caring Community			
Supporting the Sonoma County Maternal, Child and Adolescent Health Program aids in promoting the physical, social, and emotional health of childbearing women, children, adolescents and their families in Sonoma County.			
Fiscal Summary			
Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures	0	0	0
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources	0	0	0
Narrative Explanation of Fiscal Impacts:			
There are no fiscal impacts associated with this item.			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
N/A			
Attachments:			
None			
Related Items "On File" with the Clerk of the Board:			
None			



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 34
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: December 12, 2017

Vote Requirement: Majority

Department or Agency Name(s): Human Resources

Staff Name and Phone Number:

Sylvia Lemus, 565-1702

Supervisorial District(s):

All

Title: 2017 Jefferson Awards for Public Service

Recommended Actions:

Adopt six gold resolutions recognizing six recipients of the Sonoma County Jefferson Awards for Public Service in 2017.

Executive Summary:

The Jefferson Awards for Public Service program was adopted by the Sonoma County Board of Supervisors on October 24, 2006. While there are many local award programs that serve to honor volunteerism, the Board decided to focus these awards on "Excellence in Community Leadership and Civic Engagement." Nominations were solicited in one of three categories: individual nonprofits, and boards/commissions/advisory councils. We received 21 nominations this year, which were narrowed to 10 by a selection committee comprised of knowledgeable and engaged community leaders. The Board of Supervisors has selected six recipients to receive the 2017 Sonoma Jefferson Awards for Public Service. They are:

1. Chris Brokate (Individual)
2. Lisa Carreño (Individual)
3. Tony Crabb (Individual)
4. Richard Dale and Caitlin Cornwall (Individual)
5. North Bay Industries (Nonprofit)
6. PDI Surgery Center (Nonprofit)

Honorees will be presented with an award and resolution.

Discussion:

The Jefferson Awards is a nationally recognized program designed to highlight public service in America, with awards at the national, regional, and local levels. The program began as a part of the American Institute for Public Service in 1972 and was established by Jacqueline Kennedy Onassis, U.S. Senator

Robert Taft, Jr., and Sam Beard, a staffer for Bobby Kennedy. The program’s mission is “to recognize, inspire, and active volunteerism and public service in communities, workplaces, and schools across America.”

At the national level, this prestigious award has been given to many well-known figures over the years such as Dr. Henry A. Kissinger, Cesar Chavez, John Glenn, Paul Newman, Oprah Winfrey, Rosalynn Carter, and Barbara Bush. The national board of selectors is comprised of leaders in government, the arts, education, entertainment, sports and business; current members include Senators Harry Reid and Mitch McConnell, Laura Bush, Ronnie Lott, Michael Douglas, and others. Out of a desire for national commitment to civic engagement, with corporate sponsorship and regional media partners, the award program continues to spread into local communities.

Since October 24, 2006, the Board has been awarding the Jefferson Award to honorees that demonstrate “Excellence in Community Leadership and Civic Engagement.” Nominations were solicited in three categories, with the following criteria:

1. **Individual Actions** – demonstrating leadership and/or innovation in dealing with a community issue or need in Sonoma County, having a measurable impact on community need, or having a wide-ranging impact.
2. **Non-profits** – demonstrating positive impact on community need, promoting volunteer involvement, or demonstrating leadership and innovation with high degree of customer satisfaction or impact on community need.
3. **Boards/Commissions/Advisory Councils** – demonstrating leadership in addressing a community issue or need, going above and beyond expectations of the role of a board/commission/member, or developing innovative solution(s) in addressing community need.

Our community is fortunate to be supported by a diverse range of services from the many individuals, non-profits, and boards/commissions/advisory councils in Sonoma County. In 2017, we received a total of 21 nominations for consideration of the Jefferson Awards.

A selection committee comprised of a diverse group of community and County leaders reviewed all nominations against the categories and criteria listed above. The selection committee narrowed down the nominations to ten finalists, from which the Board selected the following six 2017 Sonoma County Jefferson Award recipients:

1. **Chris Brokate** (Individual) - Chris is the ultimate citizen environmental activist. He founded Clean River Alliance, in 2015, which created a movement that has benefited the entire Russian River watershed. Chris reached out to the community and with volunteers removed 85,000 pounds of trash from the lower Russian River corridor in its first year. In 2016, the group grew to more than 40 volunteers with regular cleanups in Guerneville, and expanded their cleanup activities to Cloverdale, Dry Creek, Healdsburg, and Santa Rosa areas. To date, over 300,000 pounds of trash that would have cluttered the environment, damaged wildlife, and created a mess have been removed by Chris and his volunteers. Chris Brokate is a grassroots wonder and stands out for his energy, devotion, and creativity.

2. **Lisa Carreño** (Individual) - Lisa Carreno is active in virtually all elements of Sonoma County community. She is the Executive Director of 10,000 Degrees Sonoma County which is the key organization for college access for first generation youth. In 2013, Lisa became the first Latina to chair the Sonoma County Fair Board in its 78-year history. In 2014, Lisa was the first member of the community appointed to serve on the Editorial Board for the Press Democrat. She currently chairs the Board of Directors for Forget Me Not Farm Children's Services and serves on Community Benefit Committee for St. Josephs Health, Sonoma County Health Action Partnership Council, Congressman Mike Thompson's Immigration Advisory Group, Los Cien Sonoma County Board of Directors, Sonoma County Coalition for Foster Youth, Sonoma County LGBTQI Giving Circle, and the Community Foundation Sonoma County. If that weren't enough, Lisa has been a central coordinator of the Sonoma County Secure Families Fund immigration initiative. Lisa goes above and beyond in providing leadership in key community issues and exemplifies selflessness in all the work she does.
3. **Tony Crabb** (Individual) - Tony Crabb has focused on supporting educational efforts both as a philanthropist and volunteer since he moved to Healdsburg in 2000 and started a local vineyard. He founded the Career Technical Education (CTE) Foundation in 2012, which works to support career technical education programs for youths in county middle and high schools, Santa Rosa Junior College, and Sonoma State University. Tony has dedicated himself to improving partnerships between educators, community organizations, local government, and local industry, and these partnerships have greatly enhanced the effectiveness of youth development programs in the county. CTE Foundation has granted over \$1.3 million dollars for middle, high school, and postsecondary CTE programs. It has engaged more than 3,100 students and resulted in the creation or enhancement of 66 CTE programs in our schools. Tony Crabb has played a vital role in creating a strong, skilled workforce that will power a strong and vital economic future for our county.
4. **Richard Dale and Caitlin Cornwall** (Individual) - Richard Dale and Caitlin Cornwall are making a profound difference in the natural environment of the Sonoma Valley through initiatives, education, and programs that are making the difference. Richard Dale cofounded the Sonoma Ecology Center in 1990 and has been the director since 1992. He has developed SEC into a locally driven, regionally respected agency through extensive partnerships to conduct technical research, education and restoration with the goal of sustaining and enhancing ecological health at the watershed scale. Caitlin joined SEC in 1998 as their Biologist, Research Program Manager. Her expertise includes indicator-based reporting systems, climate adaptation, technical partnerships for local-scale multiple stakeholders, multi-benefit water management strategy, wildlife habitat connectivity, and riparian ecology. Richard and Caitlin's impressive backgrounds have enabled the furtherance of the mission of the Sonoma Ecology Center. The Center's education programs are centered on two principles: empowerment and action. From their work with Sonoma Valley Groundwater Committee, to Sonoma County Climate Resilience Team, to North Bay Climate Adaptation Initiative and more, Richard and Caitlin are assembling a very diverse collaboration in the community to bring to reality a "Sustainable Sonoma." With their work we can be assured that future generations will not only enjoy the natural beauty of the valley, but the children will be educated to become effective and excellent environmental leaders of tomorrow.
5. **North Bay Industries** (Nonprofit) - North Bay Industries (NBI) was established in 1968 with the mission of providing vocational training and employment to adults with disabilities. The agency

partners with IDEX, Keysight Technologies, Friedman Brothers, Oliver’s Market, Shades, Lowes and more to create employment opportunities for adults with disabilities. NBI currently provides food service, janitorial, packaging, and grounds maintenance services to Two Rock Coast Guard Facility near Petaluma, CA. One of their unique programs which they take great pride in is their manufacturing of the American Internment Flag for the Department of Veterans’ Affairs, which are produced out of NBI’s Rohnert Park facility. This program employs over 25 disabled individuals. NBI has a day program providing educational, vocational and volunteer opportunities for adults with disabilities. Ongoing activities include volunteering at the Redwood Empire Food Bank, assisting with the summer lunch program serving meals to underprivileged children, creek cleanups, assisting at the Rohnert Park Animal Shelter, and an on-site community garden project. The many opportunities provided allow for the individuals to develop a strong sense of community and purpose, while developing skill, productivity, and self-reliance.

6. **PDI Surgery Center** (Nonprofit) - In 2001, a group of Sonoma County health providers and child advocates recognized that low-income children suffering from severe tooth decay had no place to go for treatment other than UCSF and Oakland Children’s Hospital. They joined forces and developed Pediatric Dental Initiative of the North Coast (PDI) to address the problem as a specialized surgery center designed to meet the needs of underserved families. Its mission: to reduce dental decay, the nation’s number 1 preventable childhood disease, through treatment and prevention education. The PDI Surgery Center opened in 2008 with a waiting list of 450 children, at which time a team of experienced pediatric dentists, medical anesthesiologists, nurses, and case managers began treating daily 10-12 children suffering from severe tooth decay. PDI is the only nonprofit agency in Northern California providing critical dental surgery for children from underserved families, and they have the unique model of providing treatment, prevention education, case management, and public information to help parents overcome the barriers to care that exist for low-income families and build the foundation for a healthy life. PDI’s five community service initiatives include oral surgery, case management (including bilingual and bi-cultural case managers), an in-house oral education program, the Promotores Dentales program (providing culturally appropriate community health worker services), and a special needs program serving patients with special needs such as autism, Downs Syndrome, etc. The Center is supported by a Board and Advisory Board that volunteer their time at different activities and events supporting the Center.

These winners were selected as those who best demonstrate the characteristics and spirit of the Jefferson Awards for 2017.

Prior Board Actions:

October 24, 2006: Board endorsed the launch of the Jefferson Awards program for Sonoma County. The Board of Supervisors has recognized winners of the Jefferson Awards for Public Service for each year since 2007.

Strategic Plan Alignment Goal 4: Civic Services and Engagement

The Jefferson Awards for Public Service in Sonoma County has been developed to highlight the strength of our community and promote civic engagement in solving community problems. The awards program seeks nominations from throughout the community to honor individuals, nonprofits, boards and/or commissions whose actions results in a positive impact in the local community.

Fiscal Summary			
Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses	2700		
Additional Appropriation Requested			
Total Expenditures	2700		
Funding Sources			
General Fund/WA GF	2700		
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources	2700		
Narrative Explanation of Fiscal Impacts:			
Jefferson Awards program and event costs of \$2,700 are budgeted in the Human Resources Volunteer Program for FY 17/18.			
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:			
Gold Resolutions			
Related Items "On File" with the Clerk of the Board:			
None			



County of Sonoma
State of California

Date: December 12, 2017

Item Number: _____
Resolution Number: _____

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Presenting A County of Sonoma Jefferson Award to Chris Brokate For Excellence In
Community Leadership And Civic Engagement.**

Whereas, the County of Sonoma has initiated the prestigious national recognition program, the Jefferson Awards, at the local level and invited nominations for those individuals, nonprofits, and boards/commissions/advisory groups that best demonstrate “Excellence in Community Leadership and Civic Engagement;” and

Whereas, Chris Brokate is the ultimate citizen environmental activist who founded Clean River Alliance in 2015, a movement that has benefited the entire Russian River watershed; and

Whereas, he now has more than 40 volunteers with regular cleanups in Guerneville, and expanded activities in Cloverdale, Dry Creek, Healdsburg, and Santa Rosa areas, with over 300,000 pounds of trash removed; and

Whereas, Chris Brokate is a grassroots wonder and stands out for his energy, devotion, and creativity, and our community is fortunate to have him.

Now, Therefore, Be It Resolved on behalf of the citizens of the County of Sonoma, this Board of Supervisors hereby bestows this Sonoma County Jefferson Award to Chris Brokate for his “Excellence in Community Leadership and Civic Engagement.”

Supervisors:

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

Resolution #

Date:

Page 2

So Ordered.



County of Sonoma

State of California

Date: December 12, 2017

Item Number: _____
Resolution Number: _____

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Presenting A County of Sonoma Jefferson Award to Lisa Carreño For Excellence In Community
Leadership And Civic Engagement.**

Whereas, the County of Sonoma has initiated the prestigious national recognition program, the Jefferson Awards, at the local level and invited nominations for those individuals, nonprofits, and boards/commissions/advisory groups that best demonstrate “Excellence in Community Leadership and Civic Engagement;” and

Whereas, Lisa Carreño is active in many areas of the Sonoma County community; and

Whereas, she is the Executive Director of 10,000 Degrees Sonoma County providing college access for first generation youth, became the first Latina to chair the Sonoma County Fair Board in its history, and was the first member of the community appointed to serve on the Editorial Board for the Press Democrat; and

Whereas, Lisa is involved and serves on many boards and committees supporting our community including Forget Me Not Farm Children’s Services, Community Benefit Committee for St. Josephs Health, Sonoma County Health Action Partnership Council, Congressman Mike Thompson’s Immigration Advisory Group, Los Cien Sonoma County, Sonoma County Coalition for Foster Youth, Sonoma County LGBTQI Giving Circle, and the Community Foundation Sonoma County; and

Whereas, Lisa has been the central coordinator of the Sonoma County Secure Families Fund immigration initiative, assuring that vulnerable members of the community are provided the assistance and direction needed during trying times; and

Whereas, Lisa goes above and beyond in providing leadership in key community issues and exemplifies selflessness in all the work she does.

Now, Therefore, Be It Resolved on behalf of the citizens of the County of Sonoma, this Board of Supervisors hereby bestows this Sonoma County Jefferson Award to Lisa Carreño for her “Excellence in Community Leadership and Civic Engagement.”

Resolution #

Date:

Page 2

Supervisors:

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma

State of California

Date: December 12, 2017

Item Number: _____
Resolution Number: _____

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Presenting A County of Sonoma Jefferson Award to Tony Crabb For Excellence In Community
Leadership And Civic Engagement.**

Whereas, the County of Sonoma has initiated the prestigious national recognition program, the Jefferson Awards, at the local level and invited nominations for those individuals, nonprofits, and boards/commissions/advisory groups that best demonstrate “Excellence in Community Leadership and Civic Engagement;” and

Whereas, Tony Crabb has focused on supporting educational efforts both as a philanthropist and volunteer since he moved to Healdsburg in 2000; and

Whereas, he founded Career Technical Education (CTE) Foundation in 2012, which supports programs for youth in county middle and high schools, Santa Rosa Junior College, and Sonoma State University; and

Whereas, Tony has dedicated himself to improving partnerships within different sectors of the community that have enhanced the effectiveness of youth development programs; and

Whereas, through Tony’s efforts, the CTE Foundation has granted over \$1.3 million for career technical education programs and has engaged more than 3,100 students resulting in improved programs in our schools; and

Whereas, Tony has played a vital role in creating a strong, skilled workforce that will power a strong and vital economic future for our county.

Now, Therefore, Be It Resolved on behalf of the citizens of the County of Sonoma, this Board of Supervisors hereby bestows this Sonoma County Jefferson Award to Tony Crabb for his “Excellence in Community Leadership and Civic Engagement.”

Resolution #

Date:

Page 2

Supervisors:

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma

State of California

Date: December 12, 2017

Item Number: _____
Resolution Number: _____

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Presenting A County of Sonoma Jefferson Award to Richard Dale and Caitlin Cornwall For
Excellence In Community Leadership And Civic Engagement.**

Whereas, the County of Sonoma has initiated the prestigious national recognition program, the Jefferson Awards, at the local level and invited nominations for those individuals, nonprofits, and boards/commissions/advisory groups that best demonstrate “Excellence in Community Leadership and Civic Engagement;” and

Whereas, Richard Dale and Caitlin Cornwall are making profound differences in the natural environment of the Sonoma Valley through initiatives, education, and programs at the Sonoma Ecology Center (SEC); and

Whereas, Richard cofounded the SEC in 1990, and as Director since 1992, has developed it into a locally driven, regionally respected agency acting with the goal of sustaining and enhancing ecological health at the watershed scale; and

Whereas, Caitlin joined the SEC in 1998 as their Biologist, Research Program Manager and her expertise includes reporting systems, climate adaptation, technical partnership, multi-benefit water management strategy, wildlife habitat connectivity, and riparian ecology; and

Whereas, through their work, Richard and Caitlin are assembling a diverse collaboration in the community to bring to reality a “Sustainable Sonoma” and we can be assured that future generations will not only enjoy the natural beauty of the Valley, but the children will be educated to become effective and excellent environmental leaders of tomorrow.

Now, Therefore, Be It Resolved on behalf of the citizens of the County of Sonoma, this Board of Supervisors hereby bestows this Sonoma County Jefferson Award to Richard Dale and Caitlin Cornwall for their “Excellence in Community Leadership and Civic Engagement.”

Resolution #

Date:

Page 2

Supervisors:

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma

State of California

Date: December 12, 2017

Item Number: _____
Resolution Number: _____

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Presenting A County of Sonoma Jefferson Award to North Bay Industries For Excellence In
Community Leadership And Civic Engagement.**

Whereas, the County of Sonoma has initiated the prestigious national recognition program, the Jefferson Awards, at the local level and invited nominations for those individuals, nonprofits, and boards/commissions/advisory groups that best demonstrate “Excellence in Community Leadership and Civic Engagement;” and

Whereas, North Bay Industries (NBI) was established in 1968 with the mission of providing vocational training and employment to adults with disabilities; and

Whereas, they partner with local corporations to create employment opportunities for adults with disabilities including in the areas of food service, janitorial, packaging, and grounds maintenance; and

Whereas, a unique program that NBI takes pride in is the manufacturing of the American Internment Flag for the Department of Veterans’ Affairs which are produced out of their Rohnert Park facility, employing over 25 participants; and

Whereas, the NBI day program provides educational, vocational and volunteer opportunities for adults with disabilities, including volunteering at the Redwood Empire Food Bank, assisting with the summer lunch programs serving meals to underprivileged children, creek cleanups, assisting at the Rohnert Park Animal Shelter, and an on-site garden project; and

Whereas, NBI provide adults with disabilities opportunities to develop a strong sense of community and purpose, while developing, skill, productivity, and self-reliance.

Now, Therefore, Be It Resolved on behalf of the citizens of the County of Sonoma, this Board of Supervisors hereby bestows this Sonoma County Jefferson Award to North Bay Industries for their “Excellence in Community Leadership and Civic Engagement.”

Resolution #

Date:

Page 2

Supervisors:

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma

State of California

Date: December 12, 2017

Item Number: _____
Resolution Number: _____

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Presenting A County of Sonoma Jefferson Award to PDI Surgery Center For Excellence In
Community Leadership And Civic Engagement.**

Whereas, the County of Sonoma has initiated the prestigious national recognition program, the Jefferson Awards, at the local level and invited nominations for those individuals, nonprofits, and boards/commissions/advisory groups that best demonstrate “Excellence in Community Leadership and Civic Engagement;” and

Whereas, the Pediatric Dental Initiatives (PDI) Surgery Center was opened in 2008 after a group of Sonoma County health providers and child advocates found that low-income children suffering from severe tooth decay had no place to go other than UCSF and Oakland Children’s Hospital; and

Whereas, they started with a waiting list of 450 children and a team of experienced pediatric dentists, medical anesthesiologists, nurses, and case managers, and they began treating 10-12 children daily; and

Whereas, PDI is the only agency of its kind in Northern California providing critical dental surgery for children from underserved families, that also provide treatment, prevention education, case management, and public information to help low-income families build the foundation for a healthy life; and

Whereas, the PDI Surgery Center is supported by a Board and Advisory Board that volunteer their time at different activities and events supporting the Center.

Now, Therefore, Be It Resolved on behalf of the citizens of the County of Sonoma, this Board of Supervisors hereby bestows this Sonoma County Jefferson Award to PDI Surgery Center for their “Excellence in Community Leadership and Civic Engagement.”

Resolution #

Date:

Page 2

Supervisors:

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

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: 35
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: December 12, 2017

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Supervisorial District(s):

Supervisor James Gore 565-2241

Fourth District

Title: Gold Resolution

Recommended Actions:

Approve Gold Resolution proclaiming November 5th Town of Windsor Military Hometown Heroes Banner Day.

Executive Summary:

Prior Board Actions:

Strategic Plan Alignment

Fiscal Summary - FY 16-17

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:

Gold Resolution (has been presented offsite already)

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

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County of Sonoma
State of California

Date: November 5, 2017

Item Number: _____

Resolution Number: _____



4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California
“TOWN OF WINDSOR MILITARY HOMETOWN HEROES BANNER DAY”

WHEREAS, the Town of Windsor with the dedication of a volunteer Military Banner Committee has established the Windsor Hometown Heroes Military Banner Program in order to recognize and honor Windsor residents and their immediate family members who are serving our country in the United States Armed Forces (Army, Navy, Air Force, Marines and Coast Guard); and

WHEREAS, eligible honorees are Windsor residents, or have an immediate family member working or residing in Windsor, including Town of Windsor employees; and

WHEREAS, the military banners will be proudly displayed throughout downtown Windsor highlighting the service of local Military Hometown Heroes; and

WHEREAS, the banners will remain in place throughout the career of the local service member, and the time of retirement the banner will be presented to the service member of their family; and

WHEREAS, the Windsor Hometown Heroes Military Banner Program is administered by the Windsor Parks and Recreation Department in partnership with the volunteer Military Banner Committee; and

WHEREAS, the Windsor Hometown Heroes Military Banner Program is proudly supported by the donations of generous sponsors;

NOW, THEREFORE, BE IT RESOLVED that the Sonoma County Board of Supervisors hereby proclaim November 5, 2017 as “Windsor Military Hometown Heroes Banner Day.”

Supervisors:

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

Resolution #

Date:

Page 2

So Ordered.



County of Sonoma
Agenda Item
Summary Report

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

Agenda Item Number: 36
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: December 12, 2017

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Supervisor James Gore 565-2241

Supervisorial District(s):

Fourth District

Title: Gold Resolution

Recommended Actions:

Approve Gold Resolution commending Vicky Farrow for her dedication to and innovation in the wine industry.

Executive Summary:

Prior Board Actions:

Strategic Plan Alignment

Fiscal Summary - FY 16-17

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:

Gold Resolution forthcoming, to be presented offsite

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

--



County of Sonoma
State of California

Date: December 5, 2017

Item Number: _____
Resolution Number: _____

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Recognizing the Vicky Farrow for Her Contributions to Dry Creek Valley**

Whereas, Vicky Farrow has volunteered countless hours to help shape the vision for the future of the wine industry in Dry Creek Valley,

Whereas, She has served as a board member for the Winegrowers of Dry Creek Valley,

Whereas, Vicky currently serves on the marketing committee,

Whereas, She serves as an appointee on the Dry Creek Valley Citizens Advisory Council,

Whereas, Vicky Farrow volunteers her time as a Government Affairs committee member for the Sonoma County Vintners,

Whereas, Vicky has led the way in creating a vision for the future of the wine industry by working with fellow CAC member Ruth Wilson to develop guidelines for the Dry Creek Valley Citizens Advisory Council to use when considering new winery use permits,

Whereas, The process of developing these guidelines included vetting input from multiple community stakeholder groups such as the WDCV, DCVA, Sonoma County Vintners, and the Board of Supervisors, and meeting with countless residents and business owners in Dry Creek Valley,

Whereas, Ultimately her work on the project brought consensus and thoughtful consideration on the future of this unique valley and seeks to balance the roles of agriculture, residents, and wineries,

Whereas, Vicky took on this role on her own and without her countless hours dedicated to the issue we would not have been able to come to the community-led consensus that ultimately resulted creating an environment where the business interes and residential interes in Dry Creek Valley now feel like a community with a shared vision for the future,

Now, Therefore, Be It Resolved the Board of Supervisors of the County of Sonoma,

Resolution #

Date:

Page 2

**Recognizes Vicky Farrow for her dedication and contributions to the Dry Creek Valley
the wine industry as a whole.**

Supervisors:

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

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: 37
(This Section for use by Clerk of the Board
Only.)

To: Board of Supervisors

Board Agenda Date: December 12, 2017

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Supervisor James Gore 565-2241

Supervisorial District(s):

Fourth District

Title: Gold Resolution

Recommended Actions:

Approve Gold Resolution commending Ruth Wilson for her dedication to and innovation in the wine industry.

Executive Summary:

Prior Board Actions:

Strategic Plan Alignment

Fiscal Summary - FY 16-17

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:

Gold Resolution forthcoming, to be presented offsite

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

--



County of Sonoma
State of California

Date: December 5, 2017

Item Number: _____
Resolution Number: _____

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Recognizing the Ruth Wilson for Her Contributions to Dry Creek Valley**

Whereas, Ruth Wilson has volunteered countless hours to help shape the vision for the future of the community in Dry Creek Valley,

Whereas, Ruth Wilson has served as a board member of the Dry Creek Valley Association,

Whereas, She currently serves as president to the Dry Creek Valley Citizens Advisory Council (DCVCAC),

Whereas, In partnership with fellow CAC member, Vicky Farrow, Ruth developed guidelines for the citizens advisory council to use when considering new winery use permits,

Whereas, Ruth worked tirelessly collaborating with multiple community stakeholder groups such as the WDCV, DCVA, Sonoma County Vintners, and the Sonoma County Supervisors to perfect these guidelines,

Whereas, Her thorough outreach through meetings with countless residents and business owners in the Dry Creek Valley regarding resulted in broad consensus and thoughtful consideration that have ultimately led to balance the roles of agriculture, residents, and wineries in this unique valley,

Whereas, Ruth took on this role of her own volition and without her dedicating countless hours to this issue, we would not have been able to come to the community led consensus that ultimately resulted,

Whereas, Because of her work, the business interests and residential interests in Dry Creek Valley now feel like a community with a shared vision for the future,

**Now, Therefore, Be It Resolved the Board of Supervisors of the County of Sonoma,
Recognize the Ruth Wilson for Her Contributions to the Future of Dry Creek Valley.**

Resolution #

Date:

Page 2

Supervisors:

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

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: 38
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: December 12, 2017

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Supervisorial District(s):

Supervisor James Gore 565-2241

Fourth District

Title: Gold Resolution

Recommended Actions:

Approve Gold Resolution commending and honoring Pepperwood as a recipient of North Bay Leadership Council's 2017 Leaders of the North Bay Award for "Paint the Town Green: Environmental Stewardship."

Executive Summary:

Prior Board Actions:

Strategic Plan Alignment

Fiscal Summary - FY 16-17

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:			
Gold Resolution (already presented offsite.)			
Related Items “On File” with the Clerk of the Board:			

Date: November 3, 2017

Item Number: _____
Resolution Number: _____

Required

 4/5 Vote

Resolution Of The Board of Supervisors Commending and Honoring Pepperwood As a Recipient of North Bay Leadership Council's 2017 Leaders of the North Bay Award

Whereas, Pepperwood is a leader in forging solutions to advance the health of Northern California's land, water and wildlife; and

Whereas, Founded in 2005 by Jane and Herb Dwight, the Pepperwood Foundation owns and operates the preserve and the Dwight Center for Conservation Science. The California Academy of Sciences owned and managed the preserve from 1978-2005 as a result of a legacy gift from the Kenneth Bechtel family and continues to utilize the preserve for program development and delivery; and

Whereas, Pepperwood manages a 3,200-acre nature preserve located in the heart of a globally-recognized biodiversity hotspot. The preserve is an important refuge for over 750 varieties of native plants and 150 species of wildlife including birds, reptiles, and mammals representing California's diverse climates; and

Whereas, As a 501(c)(3) public charity, the mission of Pepperwood is to advance science-based conservation throughout our region and beyond. The Board of Directors includes representation from partners including the California Academy of Sciences, Community Foundation Sonoma County, and Santa Rosa Junior College; and

Whereas, Since June 2010, Pepperwood's Dwight Center for Conservation Science has served over 40,000 visitors; and

Whereas, They work with researchers from around the world to address challenges facing land and water managers today and translate results into educational tools and practical solutions for the community; and

Whereas, Pepperwood's Terrestrial Biodiversity and Climate Change Collaborative (TBC3) is a vibrant collective of university, non-profit and government experts focused on bringing the best available science to inform climate adaptation strategies for natural resources in California's Coast Ranges. TBC3 develops science-based products for adaptive management of natural resources in the face of climate change. TBC3's data is already informing the acquisition and

Resolution #

Date:

Page 2

management of protected areas and working lands in the San Francisco Bay Area, a process which will in part determine whether or not we will be successful in keeping our amazing California Floristic Province biodiversity alive for centuries to come; and

Whereas, Pepperwood also leads habitat and watershed restoration programs aimed at increasing the health and resilience of the many species that call this land and the surrounding region home;

Now, Therefore, Be It Resolved, that the Sonoma County Board of Supervisors commends and honors Pepperwood as a recipient of North Bay Leadership Council's 2017 Leaders of the North Bay Award for "Paint the Town Green: Environmental Stewardship.

Supervisors:

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

Directors:

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

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: 39
(This Section for use by Clerk of the Board Only.)

To: Sonoma County Board of Supervisors

Board Agenda Date: December 12, 2017

Vote Requirement: Majority

Department or Agency Name(s): County Administrator

Staff Name and Phone Number:

Sheryl Bratton, 565-2431

Supervisorial District(s):

All

Title: Fire Recovery Update

Recommended Actions:

Receive update on fire recovery efforts and next steps.

- A) Post-Fire Fiscal Outlook Update
- B) Receive an update on Creating the Office of Recovery & Resiliency and directing staff to pursue staffing and financial options to support the Office.

Executive Summary:

In the early morning hours of October 9, 2017, the Emergency Operations Center was activated in response to several fires that became known as the Sonoma Complex Fires. The disaster is one of the worst in California history, and presents an ongoing risk to the life and safety of people, property and environment of Sonoma County. Staff will provide a fiscal update and a proposal for an office within the County Administrator's Department dedicated to recovery and resiliency efforts.

Discussion:

In the early morning hours of October 9, 2017, the Emergency Operations Center was activated in response to several fires that became known as the Sonoma Complex Fires. The Fires burned 173 Square Miles, destroyed 6,579 Structures and damaged an additional 486.

Planning for recovery efforts were initiated and continue every day to help Sonoma County residents begin the process of rebuilding. The recovery efforts associated with the Sonoma Complex Fires are multi-pronged, and impact almost all of the departments within the County.

The oral update will include information from Christina Rivera, Assistant County Administrator, on a post-fire fiscal outlook update, and Sheryl Bratton, County Administrator, on a proposal to consolidate recovery efforts.

Prior Board Actions:

December 5, 2017 – Renewal of Emergency proclamations and Urgency Ordinance Extending Prohibition on New Vacation Rental and Hosted Rental Permits.

November 21, 2017 - Renewal of Emergency proclamations and Amendments To The Cleanup Urgency Ordinance Addressing Enforcement.

November 14, 2017 - various actions supporting recovery efforts.

November 7, 2017 - Renewal of Emergency proclamations, Resolution to allow Temporary Residential Use of Recreational Vehicles on Agricultural Lands and Lands Under Land Conservation Act Contracts for Emergency and Immediate Housing needs

October 24, 2017-various actions supporting recovery efforts, including urgency ordinances related to housing availability and the prevention of price gouging, waiving impact fees for new accessory dwelling units, and implementation of Safe Parking.

October 17, 2017-authorize the State to provide direct assistance for debris removal

October 10, 2017-Ratify the Proclamation of a Local Emergency and Request for State and Federal Assistance

Strategic Plan Alignment Goal 3: Invest in the Future

By developing a comprehensive recovery effort, the Board ensures the long-term stability of our community and our residents.

Fiscal Summary			
Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			
Narrative Explanation of Fiscal Impacts:			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Post-Fire Fiscal Outlook Update Report Memorandum to the Board on Proposed Office of Recovery & Resiliency			
Related Items “On File” with the Clerk of the Board:			



County of Sonoma Post-Wildfire Disaster Fiscal Outlook Update

December 12, 2017

Prepared by the County Administrator's Office

Contents

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Introduction	3
General Fund Fiscal Outlook	5
Impacts to Funding Sources	7
Impacts to Funding Uses	11
Fiscal Outlook Uncertainty	13
Addressing Projected Fiscal Challenges	15

Attachments

- A) General Fund Fiscal Outlook
- B) Estimated Property Tax Reduction - Secured Tax Only
- C) Disaster Emergency Work – Cost Incurred as of 11/30/2017

Executive Summary

In the early morning hours of October 9, 2017, the Emergency Operations Center was activated in response to several fires that became known as the Sonoma Complex Fires. The Fires burned 173 square miles, destroyed 6,579 structures and damaged an additional 486. As a result, on October 10, 2017, President Donald J. Trump declared the existence of a major disaster in the State of California and ordered Federal aid to supplement State and local recovery efforts in the areas affected by wildfires, including the Sonoma Complex Fire, beginning on October 8, 2017, and continuing.

The declaration activates the Robert T. Stafford Disaster Relief and Emergency Assistance Federal Act, 42 U.S.C. §§ 5121-5206, which provides support to State and local governments when disasters overwhelms government to respond. Consequently, Sonoma County is eligible to recover disaster cost impacts through a cost share approach.¹ In this particular disaster, President Trump authorized 100% federal funding for Disaster Response emergency protection activities completed during the first 30 days to put out the fires, as well as efforts to evacuate and shelter populations at eminent risk.

Prior to October 8, 2017, the County of Sonoma had a positive financial outlook with a plan to achieve a structurally balanced budget² by Fiscal Year 2020-2021 through a graduated reduction of the County's reliance on year-end savings over the next 4 years.

Towards the structurally balanced goal, the Board adopted new fiscal policies and the FY 2017-2018 Budget implemented the beginning of the phased in approach to eliminate the use of projected year-end surpluses to balance the county's budget.

Overall, based on professional economic estimates,³ the global and national economies are growing at a logical pace without any obvious signs of a looming recession. Additionally, the California Legislative Analyst Office's November 15, 2018 report includes Moody's Analytics consensus forecast of the U.S. economy continuing its expansion.

¹ Under most Presidential declared disasters, the cost is initially split 75% paid by the Federal Government and 25% by the State. Then, the county is required to share 25% of the State's share (e.g. 25% of 25% = 6.25% county share).

² A structurally balanced budget is where recurring revenues are equal to recurring expenditures.

³ Beacon October 2017 Economic Outlook Sonoma County ([Presentation](#))

In spite of positive national economic outlooks, the County's plans to achieve a sustainable and strong fiscal outlook became fragile after the October 2017 wild fires throughout the County. Prior to the wildfires the County's FY 2017-18 budget had a \$6.6 million surplus after close of books. After the fire, projections show a \$21 million shortfall.

At this point, the full extent of the fiscal challenges is not in clear view. Our county's recent past does not include an example similar to the October 2017 deadliest wildfire disaster in state history. Consequently, there are no precise methods for staff to estimate impacts to our economy and local governments' fiscal positions. Further, based on Lake and San Diego counties' fire disaster experiences, we believe financial impacts will likely continue for years to come. In summary, there is still great uncertainty as to the short, intermediate and long term fiscal impacts. It is clear, however, that the impacts will be very significant. Nonetheless, departments are re-prioritizing efforts to ensure rebuilding our community remains Priority Number 1.

Given the enormity of the challenge ahead, it is important to work across jurisdictions for solutions as we address unanticipated increased costs, reduced revenues, potential cash flow challenges, and outlying reimbursements which may not materialize for several years.

This staff report will discuss revenue and cost impacts from the fire, and strategies identified to address upcoming fiscal challenges.

Introduction

Managing the fiscal challenges will require strategic decisions and long term coordination with many partner agencies. It is paramount for organizations to partner across jurisdictions and leaders have already started meeting regularly to address project coordination, cost share, funding sources, and grant opportunities.

Our five year forecast is an important tool for budget development and is even more critical now. Our estimates have been updated to reflect department costs related to the disaster and revenues lost. Our County Administrator, Auditor Controller Treasurer Tax Collector, Human Resources, and County Counsel financial team has been meeting since the inception of the wildfire event to provide guidance to departments and organize the financial response to this disaster.

This team has been meeting with peer agencies including Marin, San Diego, and Kern counties to learn about best practices. These peer agencies have also reviewed our five year forecast and policies with a critical lens in order to provide us with valuable feedback. The forecast contained in this report incorporates the feedback from the peer review counties. Additionally, Napa, Mendocino, and San Francisco counties held special information sessions with the Sonoma County cross departmental disaster financial team and provided valuable insights and best practices related to recapturing disaster related costs. The Disaster Finance team has also participated in several trainings from the Federal Emergency Management Agency (FEMA) and the California Office of Emergency Services (CalOES) to understand changes to funding sources, documentation required, timelines, and processes for disaster relief.⁴

The outcome of this collaboration is an initial estimate of the disaster response detailed in the sections below. It is extremely important to note that these estimates are fluid and will continue to be refined as financial transactions are reviewed and processed.

⁴ As noted, Sonoma County is eligible to recover disaster cost impacts through a cost share approach of 75% from the federal government, 18.75% from the State of California and 6.25% for the local share. In this particular disaster, President Trump authorized 100% federal funding for Disaster Response activities within the first 30 days of the disaster.

These early estimates for the County's General Fund show a \$21 million unanticipated shortfall in FY 2017-18. The shortfall is largely due to revenue losses (approximately \$10.7 million) and increased expenses from immediate disaster response (approximately \$10 million). The subsequent years' projected shortfall is anticipated to continue at over \$19 million annually, if expenses are not reduced and revenues do not increase.

General Fund Fiscal Outlook

Attachment A is the updated 5 year fiscal forecast summary which includes disaster related impacts to revenues, as well as departmental expenses incurred for disaster response.⁵

The General Fund 5-Year Fiscal Outlook assumes that there are no new program or services that would require additional funds. In addition, the fiscal outlook assumes that none of the estimated \$10 million of initial disaster response cost is recovered for the entire 5 year period. According to county peers, reimbursement of disaster response costs can take up to 3 years, and the associated audits confirming cost eligibility another 1 to 2 years.

Understanding the impacts of the disaster start with how County revenues and expenditures have changed from this event. Revenues are projected to decrease by about \$10.7 million in FY 2017-18, while disaster related expenditures incurred to date is estimated at \$10 million. As a result, the General Fund is projected to have an unanticipated \$21 million shortfall in FY 2017-18. The shortfall is estimated to continue annually (over the 5 year forecast period) an average of over \$19 million as a result of expenses outpacing revenues.

Table 1 and Chart 1 compares fiscal position projections before and after the fire disaster. Year 1 or current FY 2017-18 shows the most drastic \$27 million position swing from a \$6.6 million surplus to a \$21 million deficit.

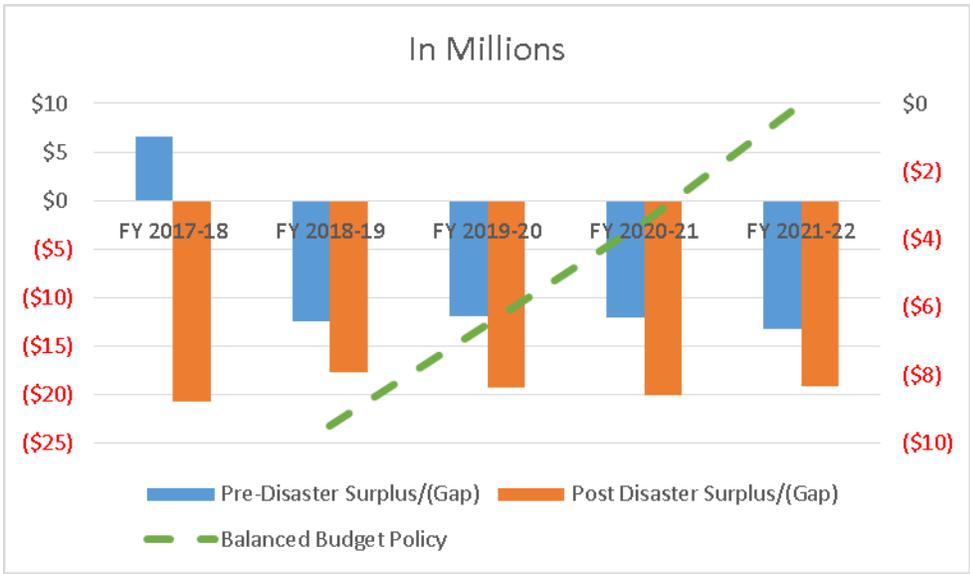
Table 1. General Fund Surplus / (Gap) Outlook

	Pre-Disaster Surplus/(Gap)	Post Disaster Surplus/(Gap)	Change
FY 2017-18	\$6.61	(\$20.72)	(\$27.33)
FY 2018-19	(\$12.50)	(\$17.67)	(\$5.17)
FY 2019-20	(\$11.90)	(\$19.34)	(\$7.44)
FY 2020-21	(\$12.10)	(\$20.08)	(\$7.98)
FY 2021-22	(\$13.30)	(\$19.15)	(\$5.85)

Not cumulative amounts. Values depict position within each fiscal year.

⁵FEMA Category A: Debris Removal and Category B: Emergency Response activities costs reported by departments as of November 30, 2017.

Chart 1. General Fund Surplus / (Gap) Outlook

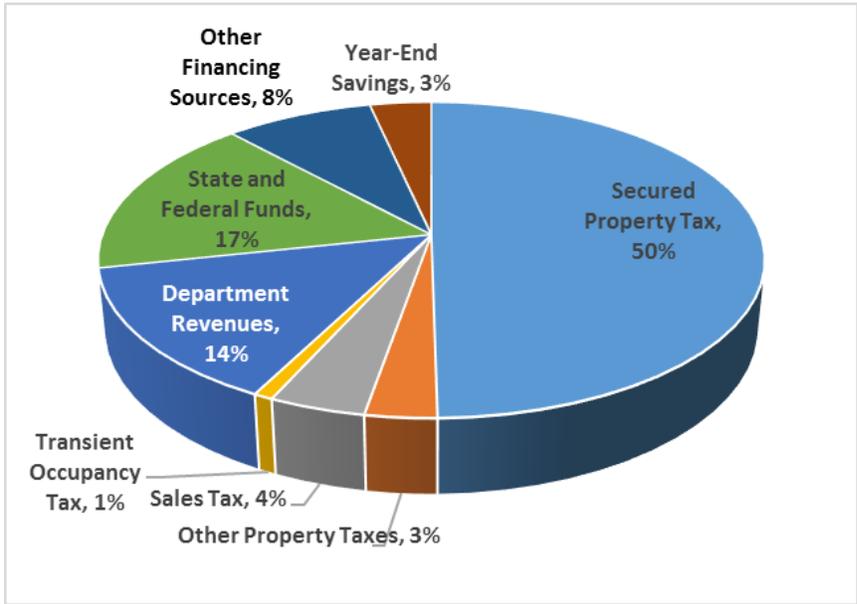


The following sections cover revenues and expenditures changes.

Impacts to Funding Sources

The main source of General Purpose revenues is the combination of property, sales, and transient occupancy taxes. In addition, county operations are financed with specific department generated revenues whether associated with state and federal program, or for direct services provided to other agencies or directly to the public.

Chart 2. FY 2017-18 Adopted General Fund Revenues



Secured Property Tax

The County’s principal General Purpose revenue comes from Secured Property Tax. Secured property taxes represent 50% of the General Fund total revenues and finances 40% of the county’s General Fund budget plan.

Based on initial fire damage estimates the County Assessor has preliminary estimated the County of Sonoma may experience a \$1.6 billion assessed value reduction as a result of destroyed structures, which represents an estimated 2% decrease from

the FY 2017-18 certified assessed value of \$85.5 billion.

As a result of the declared disaster, the Tax Collection and Assessor teams have been processing calamity claims for property owners who lost their properties or had significant damage. The Revenue and Taxation Code section 170 provides that if a calamity such as fire, earthquake, or flooding damages or destroys property, owners may be eligible for property tax relief. The loss estimate must be at least

\$10,000 of current market value to qualify the property for this relief.

Based on preliminary damaged secured property values, a \$3.4 million of ongoing General Fund Secured property taxes losses is estimated to be experienced in the current fiscal year. See Attachment B.

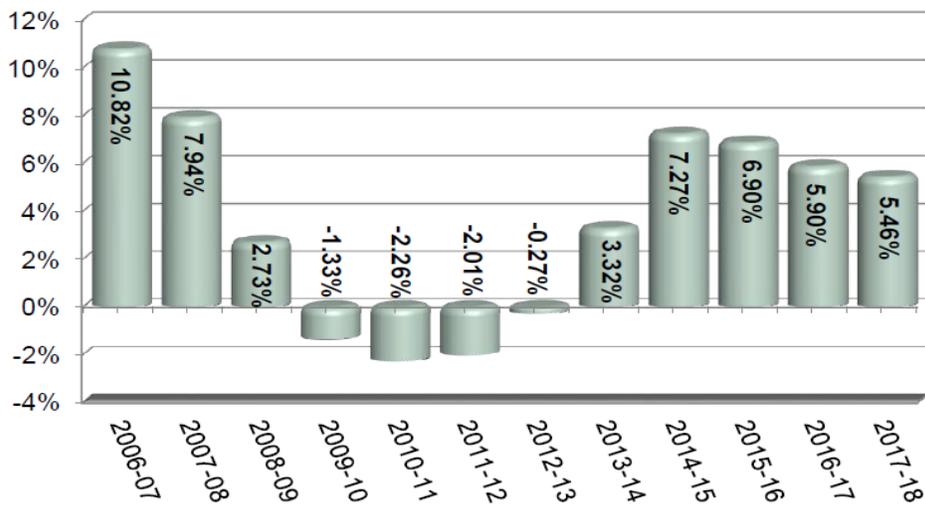
The FY 2018-19 secured property tax revenues associated with non-damaged

parcels are projected to grow by 2% annually from the reduced ongoing base.

The annual growth factor assumes the Board of Equalization will certify a 2% California Consumer Price Index change.

Chart 3 is the current assessed value historical changes since FY 2006-07 and includes four consecutive years of total assessed value reductions experienced during the Great Recession.

Chart 3. Pre-Fire Historical Assessed Value Changes



Sales Tax

The county's sales tax represents 4% of the County General Purpose revenues. Our consultant, HdL Companies, developed a sales tax forecast dated November 21, 2017; which includes post-fire impacts and shows Sonoma economy recovering on the sales tax side as early as next year with a slight dip in FY 2017-18 of 2.7% or a loss of \$546,000, and 1.7% increases year over year thereafter. Table 2 provides Sonoma County's (not including cities) General Fund 1% Bradley-Burns tax revenue source outlook.

Table 2. 1% Bradley-Burns Sales Tax (Not Including Cities and Districts)

Industry Group (in millions)	FY 2016-17	FY 2017-18		FY 2018-19		FY 2019-20		FY 2020-21		FY 2021-22		FY 2022-23	
	Actuals	Projection	%	Projection	%	Projection	%	Projection	%	Projection	%	Projection	%
Autos & Transportation	\$ 1.43	\$ 1.50	4.8%	\$ 1.50	-0.2%	\$ 1.52	1.0%	\$ 1.53	1.0%	\$ 1.55	1.0%	\$ 1.55	0.0%
Building & Construction	\$ 2.52	\$ 2.30	-8.8%	\$ 2.43	5.6%	\$ 2.50	3.0%	\$ 2.58	3.0%	\$ 2.65	3.0%	\$ 2.73	3.0%
Business & Industry	\$ 6.70	\$ 6.46	-3.5%	\$ 6.53	1.1%	\$ 6.59	1.0%	\$ 6.66	1.0%	\$ 6.66	0.0%	\$ 6.66	0.0%
Food & Drugs	\$ 0.97	\$ 0.97	0.5%	\$ 0.99	2.1%	\$ 1.01	2.0%	\$ 1.03	2.0%	\$ 1.05	2.0%	\$ 1.07	2.0%
Fuel & Service Stations	\$ 1.66	\$ 1.68	0.8%	\$ 1.76	5.2%	\$ 1.78	1.0%	\$ 1.81	1.5%	\$ 1.84	1.5%	\$ 1.85	1.0%
General Consumer Goods	\$ 0.81	\$ 0.82	0.8%	\$ 0.80	-1.8%	\$ 0.81	0.5%	\$ 0.81	0.5%	\$ 0.81	0.0%	\$ 0.81	0.0%
Restaurants & Hotels	\$ 1.88	\$ 1.88	0.0%	\$ 1.91	1.5%	\$ 1.97	3.0%	\$ 2.03	3.0%	\$ 2.09	3.0%	\$ 2.15	3.0%
Transfers & Unidentified	\$ 0.00	\$ 0.02	882%	\$ 0.00	-80.2%	\$ 0.00	0.0%	\$ 0.00	0.0%	\$ 0.00	0.0%	\$ 0.00	0.0%
State & County Pools	\$ 2.15	\$ 2.15	0.0%	\$ 2.25	5.0%	\$ 2.34	4.0%	\$ 2.44	4.0%	\$ 2.52	3.5%	\$ 2.65	5.0%
County Share	\$ 1.75	\$ 1.77	1.0%	\$ 1.77	0.0%	\$ 1.77	0.0%	\$ 1.77	0.0%	\$ 1.77	0.0%	\$ 1.77	0.0%
Total	\$ 19.87	\$ 19.54	-1.7%	\$ 19.95	2.1%	\$ 20.29	1.7%	\$ 20.65	1.8%	\$ 20.94	1.4%	\$ 21.24	1.5%
State Administration Cost	\$ (0.24)	\$ (0.25)		\$ (0.26)		\$ (0.26)		\$ (0.27)		\$ (0.27)		\$ (0.28)	
Total	\$ 19.63	\$ 19.29	-1.7%	\$ 19.69	2.0%	\$ 20.03	1.7%	\$ 20.38	1.8%	\$ 20.66	1.4%	\$ 20.97	1.5%
60-Day Accrual Adjustment	\$ 0.31	\$ 0.10		\$ 0.08		\$ 0.09		\$ 0.07		\$ 0.08		\$ 0.08	
With 60-Day Accrual	\$ 19.94	\$ 19.39	-2.7%	\$ 19.77	1.9%	\$ 20.11	1.7%	\$ 20.45	1.7%	\$ 20.74	1.4%	\$ 21.04	1.5%

Transient Occupancy Tax (TOT)

Effective January 2017 the county's Transient Occupancy Tax or bed tax rate was adjusted from 9% to 12%.⁶ The rate increase was estimated to produce an additional \$5 million in revenues.

The adopted FY 2017-18 budget includes \$20 million in TOT total revenue. Based on the Board's Community Investment Program Policy, the majority of the funds are dedicated to economic development, tourism promotion, workforce housing, roads, and Regional Parks. Of the total FY 2017-18 expected revenues, \$3.7 million is directed towards General Fund operations. Outside of these major initiative purposes, about \$1 million is assigned for community grants to non-profits.

⁶ Voters approved the rate increase to address the impacts of tourists. On October 3, 2017, the Board of Supervisors revamped the policy related to the uses of transient occupancy taxes and renamed it the Community Investment Program Policy.

In recent years the county has solicited community non-profit grant applications in advance of the new fiscal year. Currently, staff anticipates opening the application process in January 2018 and presenting grant recommendations for the Board's consideration in the spring, unless otherwise directed by the Board.

As a result of the fire, over seventy TOT tax revenue producing properties were destroyed. The loss TOT revenue to the County's budget associated with the destruction of 70 transient occupancy properties is estimated at \$700,000. In addition, given many vacation rental properties are now occupied by residents who lost their homes, the revenue loss from these properties is estimated to be \$687,000. Of the revenue loss, about \$175,000 is the General Fund portion, with the remainder going into the Community Investment Program. It should be noted staff estimates a year-end available fund balance of approximately \$2 million in the Community Investment Program fund.

State/Federal/Local Agencies

The FY 2017-18 General Fund budget includes about \$76 million, or 17% of total sources, in state, federal, cities, and other local agencies revenues. The majority of this category is from Proposition 172 Public Safety funds programmed at \$45 million within the Sheriff Office and District Attorney budgets. Also, based on the Board's fiscal policy adopted in 2016 a portion of the Proposition 172 Public Safety revenues is programmed to support Fire Services countywide. For the updated fiscal outlook, given these revenues are derived for statewide sales volume, it is not anticipated that these revenues will be materially impacted as a result of the disaster.

Department Generated Revenues

Many of the county's services are financed through permits, charges and fees for services, or by direct billing of services such as Regional Parks, Permit Sonoma, Health Services, and Human Services.

The FY 2017-18 budgeted amount for General Fund revenues from these types of departmental services is \$65 million or 14% of total sources. Through a cursory preliminary review, at this time we expect \$3.3 million⁷ of departmental revenues to not be realized as result of certain departments not completing billable services due to the need to redirect staff to immediate disaster needs. As part of the Mid-Year estimate process all departments will be preparing an analysis of the expected total revenue for the fiscal year.

⁷ The preliminary estimate is based upon initial reports from County Counsel, Information Systems, Probation, Health Services, Human Services, Child Support, Community Development Commission, Regional Parks, and the Agricultural Commissioner.

Other Revenues

The remaining revenue categories include Residual Dissolved Redevelopment Agencies' Tax returning to the county, Unsecured Property Tax, Supplemental Tax, Documentary Transfer Tax, use of annual Tax Revenue Loss funds (Teeter), interest earnings, and transfer of funds within the county budget units. The total of this group for FY 2017-18 is \$55 million or 12% of all funding sources. Given limited available information and the fact that some of the sources such as Residual Tax and Use of Teeter are invested specifically for housing and road infrastructure, minor losses amounting to \$3.7 million are assumed with the updated fiscal outlook. Most of the change is anticipated as a result of decreases in Unsecured, Supplemental, and Documentary Transfer tax.

Cannabis Taxes

The FY 2017-18 budget marks the first year of projected Cannabis Tax revenues. The budget projected a total of \$3.9 million in such tax revenues. Although this new revenue source is tracked separate from the County's main operational General Fund and thus not included in the updated 5 year fiscal forecast, staff has collected preliminary revenue impacts given reported impacts to some cannabis crops.

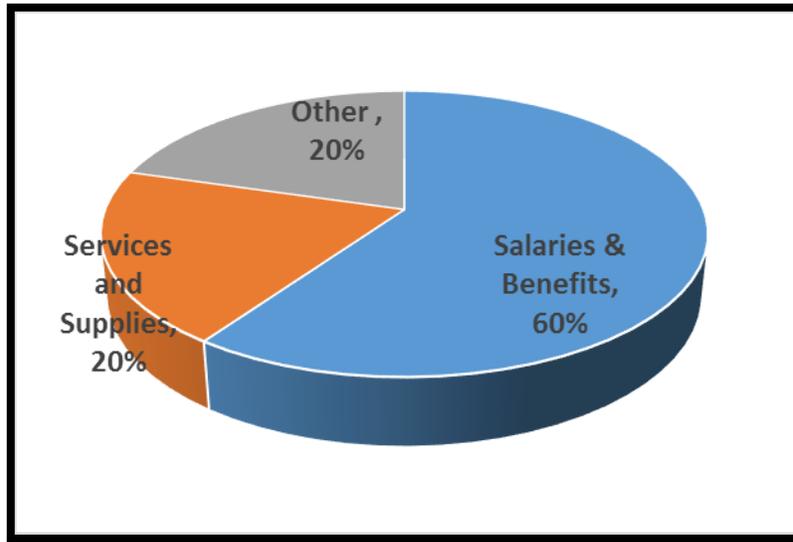
Based on site visits completed by the Agriculture, Weights, and Measures department, staff has identified 112,000 square feet of verified crop losses resulting in approximately \$300,000 of tax revenue loss.

Outdoor		Indoor		Mixed Light		Total	
Sq Ft	Tax \$	Sq Ft	Tax \$	Sq Ft	Tax \$	Sq Ft	Tax \$
8,357	\$ 16,714.00	-	\$ -	-	\$ -	8,357	\$ 16,714.00
30,000	60,000.00	-	-	800	6,000	30,800	66,000
-	-	376	2,820	-	-	376	2,820
-	-	1,616	12,120	-	-	1,616	12,120
33,560	67,120.00	-	-	10,000	65,000	43,560	132,120
12,424	24,848.00	1,600	12,000	3,000	13,500	17,024	50,348
9,500	14,250.00	-	-	850	1,913	10,350	16,163
93,841	\$ 182,932.00	3,592	\$ 26,940.00	14,650	\$ 86,412.50	112,083	\$296,284.50

Impacts to Funding Uses

The county's main operating General Fund was adopted with a total of \$550 million in gross expenses, which nets down to \$459 million when reimbursed expenses are excluded. Chart 5 provides an overview of the major uses categories.

Chart 5. FY 2017-18 General Fund Adopted Uses



Operating Expenses

The FY 2017-18 adopted General Fund budgeted appropriations total is \$459 million⁸. The majority of the expenses is programmed for salaries and benefits at \$330 million, and services and supplies at \$109 million. Together these two major groups of expenses represent 80% of the total General Fund expenditures. Starting with FY 2019-20, these expenses are expected to grow from 1.5% to 2% annually. The growth assumption is based on most economic forecasts predicting about a 2% annual change in overall economic and cost of goods adjustment.

⁸ Net of reimbursements between budget units.

Unanticipated Fire Disaster Response and Recovery

Data collection efforts are underway to fully capture disaster expenses incurred, which county staff will be evaluating for FEMA/Cal-OES claiming purposes. Overall, the early estimated cost associated with the October 2017 wildfire event, thus far, is \$7.6 million for the emergency response and \$2.5 million for debris removal, for a \$10 million total unanticipated expense recognized as of this writing.

Attachment C provides a breakdown by department of staffing costs associated with overtime and extra help, as well as services and supplies incurred.

The newly created Disaster Relief Fund which was created with an initial deposit of \$3 million will be used towards costs of services and supplies, contracts, mutual aid agreements, and other recovery efforts that have already been invoiced. The County Administrator staff will be bringing a mid-year adjustment to the Board and will recommend an amount from the discretionary sources to augment the Disaster Fund in order to capture non-salaries and benefits reimbursement eligible emergency expenses incurred over the \$3 million currently in the Disaster Relief fund.

Fiscal Outlook Uncertainty

Although the fires started approximately 60 days ago, full containment was not achieved until October 31, 2017. Significant resources have been spent on the most immediate priorities, and our current understanding of the total fiscal impacts of the disaster is limited. It will take years before the County has a complete grasp of the financial impacts. There are numerous examples where the U. S. Department of Homeland Security (Office of Inspection General) makes a finding that millions of dollars reimbursed in a disaster should be “de-obligated” and returned to FEMA. Typically, the de-obligation may come more than 5 years after the funds have been received by the jurisdiction.

Local Match towards Debris Removal Cost

Based on initial conversations with FEMA staff the total cost of fire debris removal is anticipated to be in the \$1 billion range for the original 8 California counties impacted by the October 2017 Wildfires. FEMA representatives have orally stated that approximately 75% of this cost is attributable to debris removal within Sonoma County. This includes all city and county residential parcels. There are 4,540 property owners participating in the government-led clean-up program in Sonoma County.

At this time, based on two potential share scenarios between local, state, and federal, it is estimated that the total local match could range between \$18 million and \$46 million:

FEMA estimated cost for original 8 counties in California:	\$1 Billion (FEMA estimate)
Portion attributable to properties in Sonoma County:	\$750,000,000 (FEMA estimate)
Local Share (25% of state share):	
If Federal/State split is 90%/10%:	\$18,750,000
If Federal/State split is 75%/25%:	\$46,875,000

Assuming half of the parcels in the program are in the city and half are in the unincorporated county, the City and County would be exposed to a local share range of \$9,375,000 to \$23,437,500 each. The local match may be reduced by securing private property owners’ insurance policies debris coverage payment, and in-kind services.

County Property Damages

Property damage estimates from county owned property damaged by the fires is being differentiated between property loss covered under the County's property insurance (managed by the Human Resources Risk Management team), and infrastructure damages not covered by county insurance, such as damages to Road facilities.

Given limited information and unknown timeline costs associated with replacing or repairing county/agencies' assets the property damage estimates, are not included in the updated General Fund fiscal outlook.

The Risk Management team has assessed damages covered under our insurance policy to be \$3.2 million, as follows:

	County Property - Insurance Covered Loss
ADMINISTRATIVE SUPPORT AND FISCAL SERVICES	\$ 100,100
General Services	\$ 96,100
Information Systems	\$ 2,500
CRA	\$ 1,500
JUSTICE SERVICES	\$ 402,500
Probation	\$ 2,500
Sheriff	\$ 400,000
HEALTH AND HUMAN SERVICES	\$ 15,000
Health Services	\$ 2,500
Human Services	\$ 12,500
DEVELOPMENT SERVICES	\$ 535,100
PRMD	\$ 3,500
TPW	\$ 31,600
Regional Parks	\$ 500,000
OTHER COUNTY SERVICES	\$ 2,150,000
Ag Preservation and Open Space District	\$ 150,000
Non-Departmental	\$ 2,000,000
Total	\$ 3,202,700

The insurance policy covers cost of replacement and lost revenues associated with property losses. As of this writing, department staff has reported damages to Regional Parks systems, communications tower, fuel cell, fleet vehicles, air filtration systems, mobile equipment, and law enforcement uniforms and other equipment. The estimated deductible is estimated at \$60,000 and is currently included in the FY 2017-18 adopted budget.

Road infrastructure damages are not covered by property insurance. Cost estimates have not been fully developed for FEMA/Cal-OES project approval. Staff's current preliminary cost estimate for right of way infrastructure (e.g. guardrails, retaining walls, light posts, street signs, and culverts) is between \$2 and \$3 million.

Addressing Projected Fiscal Challenges

The updated fiscal outlook projects General Fund fiscal gaps starting at \$21 million in FY 2017-18 and remaining at over \$19 million annually for most of the forecasted 5 year period.

Staff has identified measures to align expenses to anticipated General Purpose sources. Over the course of the next several months, staff will continue to explore options to address the anticipated shortfalls. The following strategies are either already being implemented or currently being evaluated by staff.

A. FEMA and State Cal-OES Reimbursement Claims

One of the key components of recovery is the partnership formed with our federal, state, and local partners. However, it is important to note 100% cost recovery will not be achieved. Staff's conclusion is based on other jurisdictions' disaster reimbursement experience.⁹

FEMA will not cover items that can be covered through insurance or other funding sources. Reimbursements from FEMA have a long life cycle and have not been included in the forecast. Once a claim is obligated, the Office of Inspector General may audit the claim and once they have closed their audit, the claim amounts may be distributed to back fill reserves. Original documentation needs to be maintained in departments through audit, close out and an additional three years post close out letter.

⁹ Note that a Disaster Recovery management services contract is recommend separately as part of the Board's December 12, 2017 consent agenda. It is important to retain expert financial assistance to maximize reimbursement and minimize the risk of the potential for Federal de-obligation of funds.

B. Tax Revenue Loss State Backfill

Senator McGuire's office has diligently been working with impacted Northern California counties and organizing meetings with the state Department of Finance to look at the possibility of providing state disaster funds to backfill tax revenues losses. Most recently, on November 27, 2017 representatives from Lake, Mendocino, Napa, and Sonoma counties provided early estimates of tax losses.

Sonoma County Auditor-Controller-Treasurer-Tax Collector has provided an initial estimate of losses impacting the County's General Fund as follows:

Category	FY 2017-18	FY 2018-19
	Revenue Loss Estimate	Revenue Loss Estimate
Secured property taxes - Prop 13 (1%)	\$ (3,444,000)	\$ (3,657,000)
Secured property taxes - VLF Swap		(1,244,000)
Transient occupancy taxes	(687,000)	(1,066,000)
Preliminary estimate	\$ (4,131,000)	\$ (5,967,000)

While the State has backfilled revenue losses as a result of a disaster in the past, given the magnitude of disasters experienced before, during, and after the Sonoma County Complex disaster event, we have not assumed property tax losses backfill in the updated Outlook.¹⁰

C. Federal and State Legislative Advocacy

In addition to immediate disaster assistance funding, opportunities may be available through grant programs and by requesting special legislation at the state and federal level. As an example, a joint letter from the County and the City of Santa Rosa was sent to the Housing and Urban Development (HUD) agency requesting a direct allocation of disaster funds. Both jurisdictions are Community Development Block Grant (CDBG) entitlement communities, and could therefore receive a direct allocation as opposed to the funding going through the state.

¹⁰ As of December 8, 2017, California's legislative delegation request of \$4.4 billion in federal assistance had not yet been approved. Since California's request for federal assistance, several destructive wild fires broke out in Southern California, which will necessarily add to California's federal aid request.

The HUD Regional office in San Francisco is supportive of the joint request for a direct allocation. If Sonoma County receives a direct CDBG-DR allocation, 15% of the allocation can be spent on planning activities and 5% can be spent on administrative costs with the remaining 80% available towards economic recovery projects. If structured properly, funding can also be used to match the non-federal share of FEMA Public Assistance projects.

D. General Fund Reserves

Consistent with best practice recommendations from the Government Finance Officers Association of the United States and Canada, as part of FY 2017-18 budget hearings the Board approved the updated Reserve policy. The Board established a target to maintain a total unassigned General Fund Reserve balance equal to 1/6 or 2 months of annual General Fund operating revenues. The county's main General Fund Reserve is currently at \$53 million or 12% of revenues designated as the General Fund main reserve. The current \$53 million reserve represents about 1.5 months of annual General Fund operating revenues.

The General Fund Reserve can be considered to address one-time expenses for strategic recovery investments incurred as a result of the disaster. If the Board elects to use some of the reserves, the County Administrator's Office along with the Auditor-Controller Treasurer-Tax-Collector will develop adjustments to the existing Reserve Policy and will provide a recommendation on the minimum level of standing reserve that should remain in order to maintain the County's strong credit rating and be able to address potential future emergencies.

Departments may also have some discretionary fund balances that can be re-directed for these one-time or short-term expenses related to the disaster. To this end, staff's annual review of all fund balances is underway and the results of the analysis will be presented as part of upcoming budget updates in the future.

E. Limit Operational Cost Increases

Reducing and controlling operating costs is a must in our financially challenging post-disaster environment. Therefore, as the fiscal year operations continue and budget planning is underway, the County Administrator's Office is working with departments and agencies to limit countywide operating expenditure changes.

In addition, recognizing the abundance of knowledge and understanding of county services housed within the county family, the CAO's Operations and Budget team will create an online

vehicle to capture creative ideas from across the organization to balance the budget. Suggested solutions will be vetted through a committee and the best options will be highlighted at the budget policy workshop.

F. Reprioritizing Current 2017-18 Discretionary Sources

As needs are identified that require use of the County's limited discretionary funds, the County Administrator has requested departments and agency leaders to identify opportunities where resources from non-mandatory programs/initiatives can be redirected towards recovery priorities so that the Board can consider these budget balancing opportunities.

G. Revisit FY 2017-18 Recommended Budget Reduction Plans (2% ; 4%; and 6% Reduction Scenarios)

In preparing the FY 2017-18 budget last spring, departments were required to develop General Fund reduction scenarios in case reductions were needed to address Federal budget impacts. As part of the 2018-19 budget development, the County Administrator's Office will work with departments to update the reduction scenarios. Potential General Fund reductions, are one of the many balancing tools we will need to consider in developing the 2018-19 budget.

GENERAL FUND ONLY FORECAST (as of 12/07/17 Draft)	Revised Budget FY 16-17	Actuals FY 16-17	Adopted Budget FY 17-18	Early Estimates FY 17-18	Disaster Impacts	Variance to Adopted	Projected FY 18-19	Projected FY 19-20	Projected FY 20-21	Projected FY 21-22
Taxes	\$ 252,475,296	\$ 258,935,079	\$ 264,470,760	\$ 265,206,760	\$ (7,224,020)	\$ (6,488,020)	\$ 268,485,000	\$ 273,728,000	\$ 280,287,000	\$ 288,186,000
Secured Property Tax	222,733,000	226,510,007	236,102,135	236,102,135	(3,444,000)	(3,444,000)	239,342,000	244,129,000	250,232,000	257,739,000
Redevelopment Increment	(9,963,000)	(10,047,664)	(10,667,295)	(10,667,295)	154,980	154,980	(10,881,000)	(11,099,000)	(11,376,000)	(11,717,000)
Residual Property Tax RPTTF	3,797,827	3,797,827	3,000,000	3,000,000	-	-	3,060,000	3,121,000	3,199,000	3,295,000
Unsecured Property Tax	5,700,000	5,920,124	5,800,000	5,800,000	(1,800,000)	(1,800,000)	5,916,000	6,034,000	6,185,000	6,371,000
Supplemental Property Tax	2,800,000	3,011,226	2,960,000	2,960,000	(960,000)	(960,000)	3,019,000	3,079,000	3,156,000	3,251,000
Documentary Transfer Tax	5,000,000	6,047,472	5,000,000	5,000,000	(1,000,000)	(1,000,000)	5,000,000	5,000,000	5,000,000	5,000,000
Sales Tax	18,849,169	19,593,000	18,564,000	19,300,000	-	736,000	19,667,000	20,001,000	20,341,000	20,626,000
Other Taxes (mainly TOT)	3,558,300	4,103,087	3,711,920	3,711,920	(175,000)	(175,000)	3,362,000	3,463,000	3,550,000	3,621,000
Licenses/Permits/Franchises	13,414,570	15,023,480	14,376,788	14,376,788	-	-	14,000,000	14,000,000	14,000,000	14,000,000
State and Federal Funds	73,920,031	71,375,312	75,775,023	75,852,757	77,734	77,734	75,853,000	77,749,000	79,693,000	81,287,000
Fines/Forfeitures/Penalties	7,614,410	7,515,978	7,887,622	7,887,622	-	-	7,000,000	7,000,000	7,000,000	7,000,000
Use of Money/Property	5,337,342	5,397,564	5,198,537	5,198,537	(198,537)	(198,537)	5,199,000	5,202,000	5,205,000	5,208,000
Charges for Services	50,986,341	42,515,259	50,077,599	50,077,599	(3,273,145)	(3,273,145)	50,994,000	51,568,000	52,148,000	52,735,000
Miscellaneous Revenues	4,155,530	6,545,175	3,671,150	3,671,150	-	-	3,708,000	3,745,000	3,682,000	3,679,000
Other Financing Sources	34,899,888	30,275,137	21,774,393	22,054,393	280,000	280,000	22,275,000	22,498,000	22,723,000	22,950,000
EFS Repayment to the General Fund	-	-	-	-	-	-	1,631,744	1,631,744	1,619,661	1,541,652
Total Sources	\$ 442,803,407	\$ 437,582,984	\$ 443,231,872	\$ 444,325,606	\$ (10,695,702)	\$ (9,601,968)	\$ 449,145,744	\$ 457,121,744	\$ 466,357,661	\$ 476,586,652
Salaries & Benefits	312,311,624	300,307,983	329,552,498	329,611,730	5,107,019	5,166,251	341,674,793	349,362,476	357,223,131	365,260,652
Services & Supplies	113,598,110	101,264,025	108,854,172	109,881,359	4,919,443	5,946,630	110,487,000	112,144,000	114,387,000	116,675,000
Other Charges	26,565,735	24,617,859	27,431,392	27,453,252	21,860	21,860	28,002,000	28,562,000	29,133,000	29,716,000
Fixed Assets	5,177,063	3,978,989	7,064,599	7,172,373	107,774	107,774	3,500,000	4,000,000	4,000,000	4,000,000
Other Financing Uses (See Next Page)	54,556,525	52,396,311	40,210,328	40,210,328	-	-	37,068,053	37,439,000	37,813,000	38,191,000
Pavement (ongoing adjt. w/growth)	11,380,000	11,380,000	11,563,600	14,677,900	3,114,300	3,114,300	11,751,000	11,942,000	12,137,000	12,336,000
In Home Support Services (not final)	21,784,737	21,784,737	22,253,522	22,253,522	-	-	21,930,032	22,697,585	23,551,556	23,551,556
Reimbursements	(85,686,254)	(80,464,662)	(92,176,816)	(92,366,752)	(189,936)	(189,936)	(92,598,000)	(94,681,000)	(96,811,000)	(98,989,000)
Contingencies	129,319	-	4,425,266	2,386,582	(2,038,684)	(2,038,684)	5,000,000	5,000,000	5,000,000	5,000,000
Total Uses	\$ 459,816,860	\$ 435,265,242	\$ 459,178,561	\$ 461,280,294	\$ 10,026,462	\$ 12,128,195	\$ 466,814,878	\$ 476,466,061	\$ 486,433,687	\$ 495,741,208
Starting Fund Balance	\$ 20,238,310	\$ 20,238,310	\$ 22,556,052	\$ 22,556,052			\$ -	\$ -	\$ -	\$ -
Surplus/(Deficit)	\$ (17,013,452)	\$ 2,317,742	\$ (15,946,689)	\$ (16,954,688)	\$ (20,722,164)	\$ (21,730,163)	\$ (17,669,134)	\$ (19,344,316)	\$ (20,076,026)	\$ (19,154,556)
Year-End Savings Rollover	\$ 3,224,858	\$ 22,556,052	\$ 6,609,363	\$ 5,601,364	\$ (20,722,164)	\$ (21,730,163)	\$ (17,669,134)	\$ (19,344,316)	\$ (20,076,026)	\$ (19,154,556)

Forecast Assumptions:	Early Estimates FY 17-18	Projected FY 18-19	Projected FY 19-20	Projected FY 20-21	Projected FY 21-22
REVENUE					
Sec. Property Tax	Adjusted for Fire	2.00%	2.00%	2.50%	3.00%
Sales Tax	et of Annexation	1.90%	1.70%	1.70%	1.40%
Other Tax (mainly TOT Activity Projection)	5.00%	4.00%	3.00%	2.50%	2.00%
Interest Earnings Rate Increase	Dept. Info	0.00%	0.25%	0.25%	0.25%
State/Federal Funds	2.50%	0.00%	2.50%	2.50%	2.00%
50% of S&B Growth Estimated to be	Dept. Info	1.83%	1.13%	1.13%	1.13%
Miscellaneous	1.00%	1.00%	1.00%	1.00%	1.00%
Other Financing	1.00%	1.00%	1.00%	1.00%	1.00%
Future Salary & Benefits Cost Changes	0.00%	2.00%	2.00%	2.00%	2.00%
Annual Average Wage Merit Adjustment	0.25%	0.25%	0.25%	0.25%	0.25%
<i>Factors listed were chosen for fiscal modeling purposes only.</i>					
NON-SALARIES & BENEFITS					
Services & Supplies	1.50%	1.50%	1.50%	2.00%	2.00%
Other Charges	Dept. Info	2.00%	2.00%	2.00%	2.00%
Other Financing Major Components:	\$ 40,210,328	\$ 37,068,053	\$ 37,439,000	\$ 37,813,000	\$ 38,191,000
Human Services	\$5,143,237	\$5,143,237	\$5,143,237	\$5,143,237	\$5,143,237
Human Services VLF Pass-Through	\$0	\$0	\$0	\$0	\$0
Roads Operations	\$4,798,192	\$4,798,192	\$4,798,192	\$4,798,192	\$4,798,192
Health Contribution	\$9,333,295	\$9,333,295	\$9,333,295	\$9,333,295	\$9,333,295
Capital Projects	\$5,493,429	\$5,493,429	\$5,493,429	\$5,493,429	\$5,493,429
RDA Residual to Reinvest. & Revitalization	\$3,000,000	\$3,060,000	\$3,121,000	\$3,199,000	\$3,295,000
Prop. 172 Dedicated for Fire Svcs	\$1,315,520	\$1,315,520	\$1,348,408	\$1,382,118	\$1,409,760
Intra-Department / Project Transfers	\$11,126,655	\$7,924,380	\$8,201,439	\$8,463,729	\$8,718,087

County of Sonoma
Estimated Property Tax Reduction - Secured Tax Only
Sonoma Complex Fires

Attachment B

Taxing Agencies	FY 17-18 Estimated Reduction	FY 18-19 Estimated Reduction
Sonoma County General Fund	\$ (3,444,000)	\$ (4,897,000)
Sonoma County Dependent Districts	(448,000)	(499,000)
Independent Fire Districts	(500,000)	(703,000)
Other Independent Special Districts	(490,000)	(499,000)
K-12 Basic Aid School Districts	(1,924,000)	(1,118,000)
K-12 Non-Basic Aid School Districts	(6,413,000)	(6,935,000)
Community College	(1,314,000)	(1,163,000)
County Office of Education	(426,000)	(478,000)
City of Cloverdale	(43,000)	0
City of Cotati	(23,000)	0
City of Healdsburg	(59,000)	0
City of Petaluma	(216,000)	0
City of Rohnert Park	(110,000)	0
City of Santa Rosa	(513,000)	(1,721,000)
City of Sebastopol	(37,000)	0
City of Sonoma	(65,000)	0
Town of Windsor	(2,000)	0
Prop 13 (1%) Estimate	\$ (16,027,000)	\$ (18,013,000)
Ad Valorem (Debt Service) Estimate	\$ (2,402,000)	\$ (2,682,000)
Prop 13 & Ad Valorem Estimate	\$ (18,429,000)	\$ (20,695,000)

Notes:

- 1) Estimate based on the Assessor's review of approximately 75% of damaged parcels
- 2) FY17-18 disaster value reductions are prorated from the event date to end of fiscal year (October 2017 - June 2018)
- 3) Pursuant to Revenue & Taxation Code Sections 96.2 and 4707, the estimate for FY17-18 (year of event) is to be apportioned using countywide AB8 factors
- 4) FY18-19 estimate is based on value reductions by tax rate area and is consistent with impacts to the Equalized Roll
- 5) FY18-19 estimate includes VLF Swap revenue impacts to County, City of Santa Rosa and school districts
- 6) Estimate does not include Unsecured & Supplemental Revenue losses

Provided by: Sonoma County Auditor-Controller-Treasurer-Tax Collector
Date: December 5, 2017

Functional Area	Category A - Debris Removal		Category B - Emergency Response		Total
	Overtime / Extra Help	Services and Supplies	Overtime / Extra Help	Services and Supplies	
ADMINISTRATIVE SUPPORT AND FISCAL SERVICES					
Board of Supervisors/CAO			\$ 129,336		\$ 129,336
County Counsel			\$ 86,176		\$ 86,176
Human Resources			\$ 61,340	\$ 6,380	\$ 67,720
General Services			\$ 462,225	\$ 11,121	\$ 473,346
Information Systems			\$ 311,835	\$ 25,172	\$ 337,007
Auditor-Controller- Treasurer-Tax Collector			\$ 40,689		\$ 40,689
Clerk-Recorder-Assessor			\$ 34,231	\$ 3,089	\$ 37,320
Non-Departmental		\$ 571,474		\$ 1,409,323	\$ 1,980,797
JUSTICE SERVICES					
Probation			\$ 125,357	\$ 10,684	\$ 136,041
District Attorney			\$ 361,400	\$ 340	\$ 361,740
Public Defender			\$ 4,517		\$ 4,517
Sheriff			\$ 1,224,124	\$ 522,997	\$ 1,747,121
HEALTH AND HUMAN SERVICES					
Health Services		\$ 380,356	\$ 696,806	\$ 599,254	\$ 1,676,416
Human Services			\$ 638,668	\$ 11,257	\$ 649,925
Department of Child Support Services			\$ 71,439		\$ 71,439
DEVELOPMENT SERVICES					
Permit and Resource Management			\$ 202,008	\$ 785	\$ 202,793
Community Development Commission			\$ 47,154		\$ 47,154
Fire and Emergency Services			\$ 181,521		\$ 181,521
Transportation and Public Works	\$ 230,640	\$ 1,284,270	\$ 699	\$ 2,171	\$ 1,517,779
Economic Development Department			\$ 8,757		\$ 8,757
Regional Parks			\$ 118,577	\$ 20,000	\$ 138,577
OTHER COUNTY SERVICES					
Agriculture Preservation and Open Space	\$ 3,000	\$ 300	\$ 41,066	\$ 57,057	\$ 101,423
Agriculture/Weights and Measures			\$ 22,940	\$ 3,413	\$ 26,353
UC Cooperative Extension			\$ 2,515		\$ 2,515
Total	\$ 233,640	\$ 2,236,400	\$ 4,873,379	\$ 2,683,042	\$ 10,026,462



OFFICE OF THE COUNTY ADMINISTRATOR

COUNTY OF SONOMA

575 ADMINISTRATION DRIVE – ROOM 104A
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DEPUTY COUNTY ADMINISTRATOR

TO: Sonoma County Board of Supervisors

FROM: Sheryl Bratton, County Administrator

DATE: December 12, 2017

RE: Proposed Office of Recovery and Resiliency

I am recommending that the Board create a new Office of Recovery and Resiliency in response to the October 2017 Wildfire Storm. The creation of such an Office will position the County to take an important role in helping the community recover. As described in the National Disaster Recovery Framework (Prepared by the U.S. Department of Homeland Security, Second Edition 2016), it is important to identify a process for how the whole community builds, sustains, and coordinates delivery of recovery core capabilities in an integrated manner.¹ The National Disaster Recovery Framework states:

“[R]ecovering extends beyond simply repairing damaged structures. It also includes the continuation or restoration of services critical to supporting the physical, emotional and financial well-being of impacted community members. Recovery includes the restoration and strengthening of key systems and resource assets that are critical to the economic stability, vitality, and long-term sustainability of the communities themselves. These include health (including behavioral health) and human services capabilities and networks, public and private disability support and service systems, educational systems, community social networks, natural and cultural resources, affordable and accessible housing, infrastructure systems, and local and regional economic drivers. Together, these elements of recovery contribute to rebuilding resilient communities equipped with the physical, social, cultural, economic, and natural infrastructure required to meet future needs.”

Given the magnitude of the recent disaster, it is important to develop a formal recovery plan that will provide the foundation for optimal integration of public, private, and

¹ The National Disaster Recovery Framework defines whole community as including “individuals and communities, the private and nonprofit sectors, faith based organizations and all levels of government (local, regional/metropolitan, state, tribal, territorial, insular area and Federal).”

nongovernmental recovery efforts across the community. The proposed Office of Recovery and Resiliency will directly support the Board as Supervisors as the Board develops a recovery plan.

Background

Prior to the October 2017 Wildfire Storm the County Administrator staff was in the initial phase of creating an innovation team to bring new approaches to achieving the Board's priorities and addressing difficult government challenges. The multi-prong approach included the reallocation of existing staff and partnering with leading edge private entities and non-profit organizations, such as the Bloomberg Foundation.

The Sonoma Complex Fires, the most devastating in California history, have refocused the Board's priorities to recovery and rebuilding. In the wake of the disaster, our communities must have the right tools to make smart, fast and agile transitions so that we can emerge from this tragedy economically, environmentally and socially stronger than ever. It can be done but doing it right requires a shared vision for the rebuilding of a more resilient future — a return to the status quo is not sufficient.

The resources currently designated within the County Administrator Office's for supporting an innovation team can be re-prioritized and re-focused on community recovery and rebuilding efforts. With some additional resources, the team can be well positioned to lead this community transformation effort. With goals and vision established by the Board of Supervisors, and in partnership with many stakeholders such as community leaders and city representatives, a multitude of ideas and projects have been discussed. The County's departments and associated agencies and districts, specifically the Water Agency and the Agricultural Preservation and Open Space District, have been collaborating in short term recovery measures and some long term restoration measures related to our watershed and natural environment. A transformed CAO Innovation Team to carry out the new Office of Recovery and Resiliency is the place to synthesize the ideas, coordinate stakeholders and turn the Board's vision into effective action.

Many communities that have suffered less devastating fires speak of recovery efforts for a decade or longer, and Sonoma County recognizes that these recovery and renewal measures will continue for years to come. As stated by CalFire and FEMA representatives, the hard work begins once the fires are out and the debris cleared. Learning from other jurisdictions' recovery lessons and applying them to develop a Sonoma County plan is imperative. With over 1,000 parcels cleared as of December 8th, we are fast approaching the point where the debris will be cleared, and Sonoma County must be prepared to act smart and fast to ensure the recovery effort will be as efficient and comprehensive as possible.

Office of Recovery & Resiliency

Rather than establishing recovery and resilience programs for each of the entities governed by the Board of Supervisors/Board of Directors, it is recommended that the current collaboration between the Ag and Open Space District, the Water Agency, the Community Development Commission and the County be formalized by the creation of an Office of Recovery and Resiliency. The creation of the Office will consolidate resources and efforts in order to prepare a comprehensive recovery plan. The recovery plan will address the long term recovery and rebuild efforts needed to ensure the future safety, livelihoods, and economic prosperity of the residents of Sonoma County. See Attachment 1 [Organizational Chart of Office of Recovery and Resiliency]

The office, together with the County Administrator Office's Public Information Office team, will be the central hub of fire recovery information. The office provides staff support to the Board of Supervisors in developing an actionable recovery plan, and will lead the implementation of the Board's new policies and programs that are set forth in the Recovery Plan. The Recovery Plan will set out strategies for recovery in five critical areas:

Housing: Following on the work of FEMA temporary housing, implement housing solutions that effectively support the needs of the whole community and contribute to its sustainability and resilience.

Natural Resources: Following work on immediate mitigation efforts, manage efforts aimed to restore the watershed, protect property from future disasters, and create a more disaster resilient environmental landscape while continuing to identify and mitigate remaining safety, habitat and water quality risks.

Economic Recovery: Work with existing economic agencies and the Board of Supervisors to funnel State and Federal Resources to the local economy, and develop policies for business attraction and retention.

Health and Human/Safety Net: Engage directly with the community (including immigrant populations) and service providers to impact and shape local services, protections and policies, while advocating for greater State and Federal safety net resources, and help prepare for future disasters.

Infrastructure: Support the County's assessment of infrastructure impacts from the disaster and clean up, identify areas of opportunity for increased investment to

create more resilient communication and transportation infrastructure, and coordinate efforts to secure resources for long-term infrastructure investments.

Mission: *Lead the collaborative recovery effort to build a more vibrant, inclusive, and economically successful community for all in Sonoma County*

Staffing

Approval of this new office will require establishing a budget and dedicated staff for at least five years. It is recommended that the proposed Office of Recovery and Resiliency be staffed with one Deputy County Administrator, one Principal Administrative Analyst, and one Administrative Aide from the County Administrator Office's existing full-time employee allocations. In addition, it is recommended that the Office of Recovery & Resiliency be staffed with three new time limited administrative analyst positions, for up to five years, along with one dedicated natural resources professional provided by the Water Agency and the Open Space District.² See Attachment 2 [Staffing Organizational Charts] The new Office would track the efforts under each priority area and the time would be allocated across the organization to the appropriate departments. The County Administrator's Office would seek Federal reimbursement for the new Office's recovery operations to the extent eligible.

The proposed office would be contained within the County Administrator's Office. It is recommended that all departments and agencies working on components of the Recovery Plan report up through this new Office to the CAO.³ The reporting structure is important to ensure efficiency, coordination of efforts and provide clear accountability for the Board.

While the goal is to receive Federal reimbursement for the costs of the new Office, staff will identify current funding options to support the effort. Such options being explored include re-directing a portion of General Fund Reinvestment and Revitalization funds and a portion of the

² The natural resource professional would be hired by either the Open Space District or the Water Agency and the position would be embedded into the Office of Recovery & Resiliency for the next 2 years. The cost of the dedicated position would be shared between the Open Space District and the Water Agency through a cost sharing funding agreement.

³ Pursuant to Section 2-8 (b) of the Sonoma County Code, the County Administrator has the following delegated authority:

(b) Supervise, direct and coordinate the administration of all county offices, departments and institutions, and the official conduct of all county officers and officers of all districts and subdivisions of the county, as to all matters over which the board of supervisors has responsibility and control."

Transient Occupancy Tax revenues. These two potential funding streams align to the housing priority and the economic recovery priority of the overall recovery plan. The County Administrator will return to the Board next week with the final Resolution to create the new Office. Once the new Office is formally created, the County Administrator will return to the Board in early January 2018 with various funding options and budget adjustments.

Conclusion

It is recommended that the Board direct staff to return next week with the final Resolution approving the creation of the Office of Recovery and Resiliency, authorize the County Administrator to begin the process of the creation of three new administrative analyst positions, up to and including approval by the Civil Service Commission, and authorize the County Administrator to pursue various funding options to support the office.

BOARD OF SUPERVISORS

CAO

OFFICE OF RECOVERY & RESILIENCY

BOARD LIAISONS

BOARD LIAISONS

BOARD LIAISONS

BOARD LIAISONS

BOARD LIAISONS

INFRA-STRUCTURE

NATURAL RESOURCES

HOUSING

ECONOMIC RECOVERY

HEALTH & HUMAN SERV/ SAFETY NET

PRIMARY DEPARTMENT

PRIMARY DEPARTMENT

PRIMARY DEPARTMENT

PRIMARY DEPARTMENT

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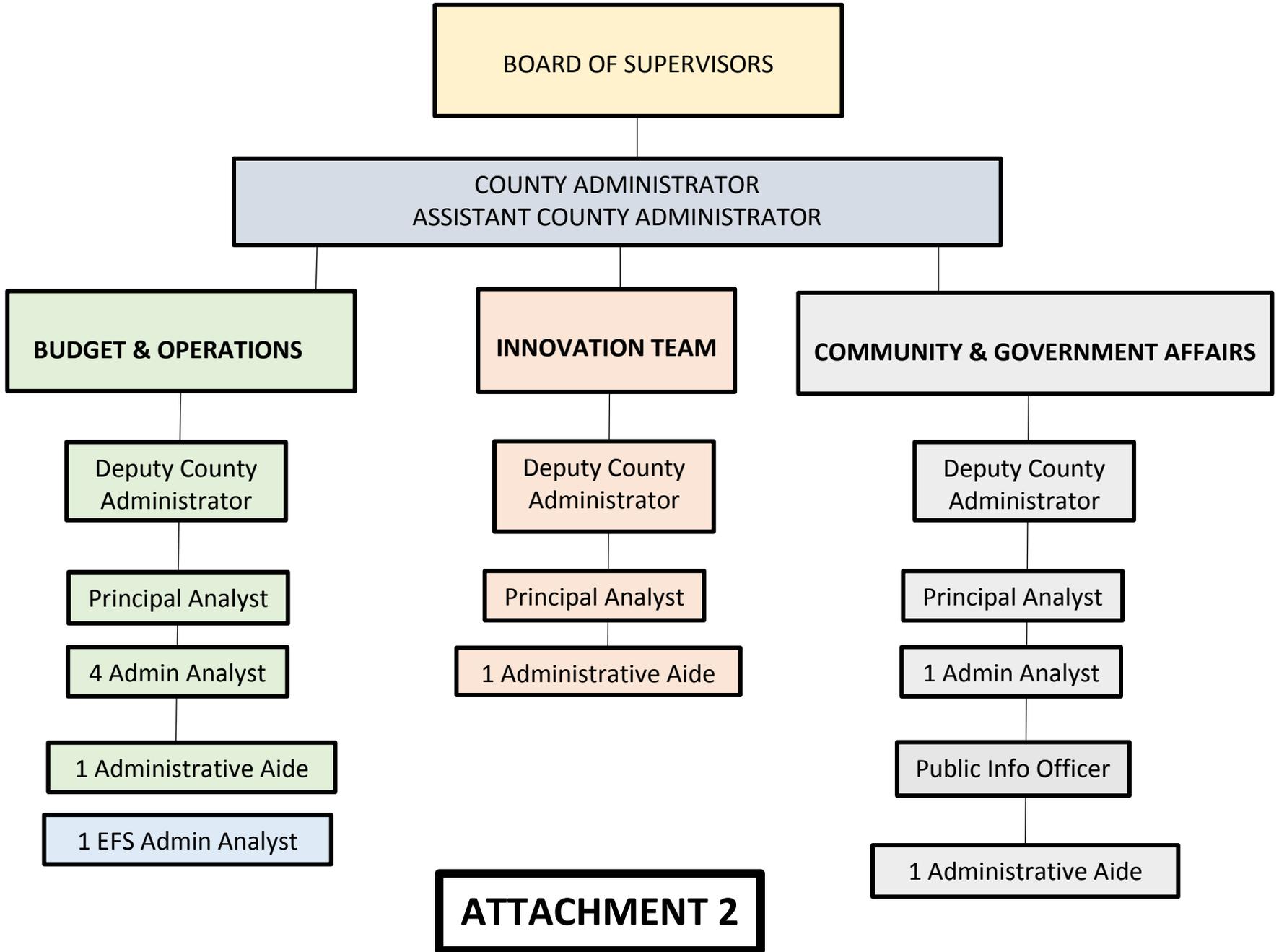
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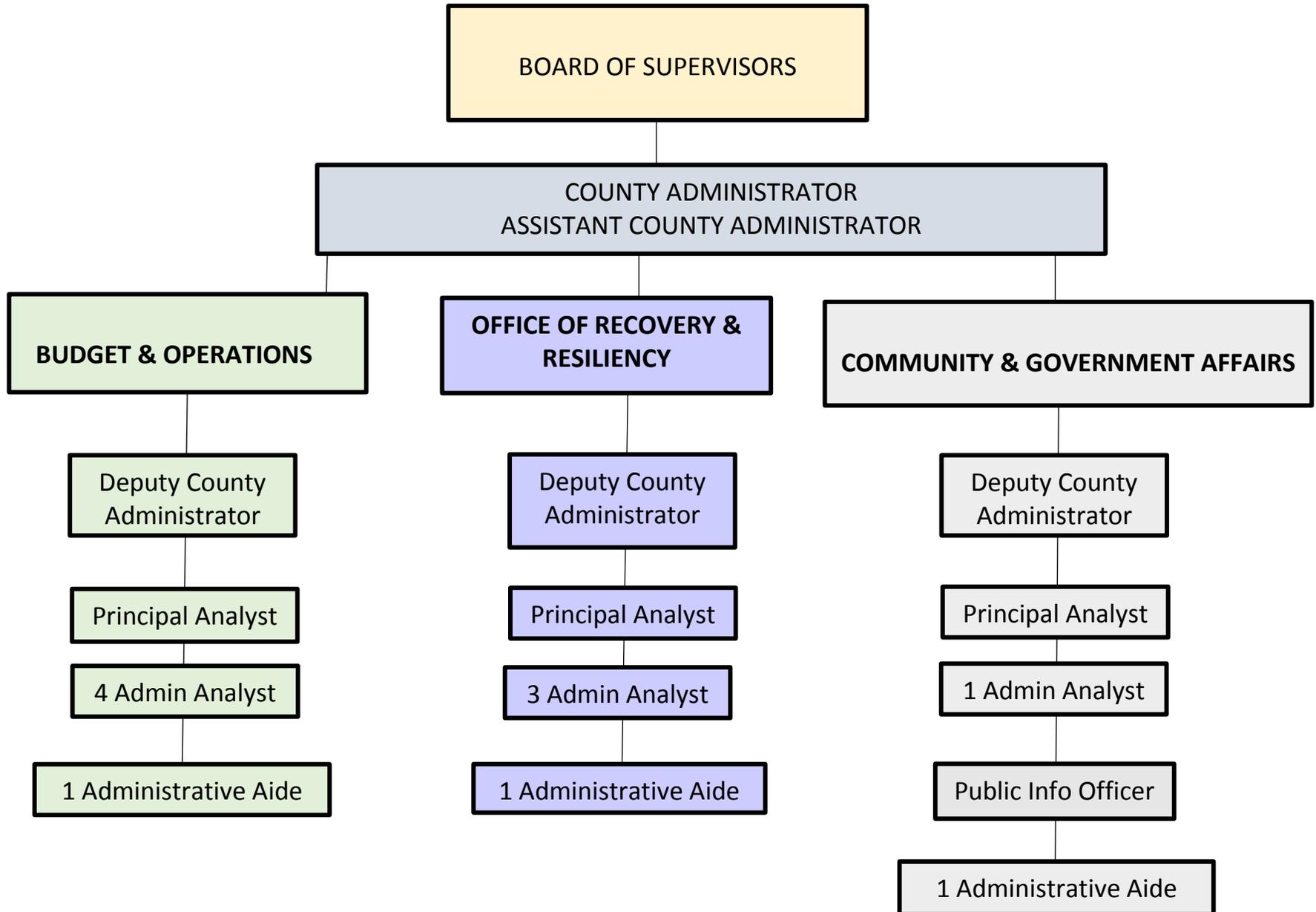
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ATTACHMENT 1

CURRENT STRUCTURE



PROPOSED STRUCTURE





County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 40
(This Section for use by Clerk of the Board Only.)

To: The Board of Supervisors of Sonoma County

Board Agenda Date: December 12, 2017

Vote Requirement: Informational Only

Department or Agency Name(s): Human Services Department
Community Development Commission

Staff Name and Phone Number:

Karen Fies, Director, Human Services Department,
565-6990
Ana Bagtas, Division Director, Adult and Aging
Services, 565-3673
Margaret Van Vliet, Executive Director,
Community Development Commission, 565-7505

Supervisorial District(s):

All

Title: Update on Senior Homeless Prevention Program

Recommended Actions:

Receive update on the Senior Homeless Prevention Program approved by the Board on 12/12/2016

Executive Summary:

The Human Services Department and the Community Development Commission have been piloting a senior homeless prevention program called Linkages to Senior Housing since February 2017. This pilot program has served 41 older adults through September 2017 in collaboration with community partners.

Discussion:

On December 6, 2016, the Human Services Department and Community Development Commission presented a Senior Homeless Prevention Program to the Board of Supervisors as an 18 month pilot project. The presentation on 12/6/16 described the pilot project as a program focused on stabilizing housing for vulnerable seniors through a comprehensive case management model including direct and contracted services. The approved pilot project includes 2 time-limited social workers in Human Services; a housing needs fund, money management services contract through Council on Aging, Assisted Living/Residential Care Facility for the Elderly contract with Mirabel Lodge, a contract for SHARE Housing (in partnership with the Community Development Commission [CDC] and Petaluma People Services Center [PPSC]), Short-term Rental Assistance and 10 housing vouchers through CDC HOME Tenant-Based Rental Assistance Program. In addition to the services provided through the pilot project, the Area Agency on Aging Advisory Council Housing Workgroup has engaged an array of community stakeholders to oversee this pilot project as well as to make recommendations in regards to senior

housing needs.

After approximately 8 months of providing services to seniors at risk of homelessness through this pilot program, Human Services and Community Development Commission are prepared to provide a program update on the successes and challenges of the program.

The Linkages to Senior Housing pilot program started accepting referrals in February 2017. This Board update reflects the 41 clients served for 9 months (February 2017 through September 2017). The goal of the pilot program is to serve 100 older adults clients at risk of homelessness. With 9 months remaining in the pilot, the program will need to serve an additional 59 clients. Eighty-eight percent of the individuals served have been renters with the remaining 12% being owners of mobile homes. The primary reason for homelessness risk in these individuals is an eviction notice. The pilot program has served clients in all areas of Sonoma County with the majority served in Santa Rosa.

As was anticipated in the development of this pilot program, the individuals referred for services have intensive case management needs. This is reflected in the average number of contacts (home visits and telephone contact) needed in order to connect the older adult to the services needed to avoid homelessness. The combination of social worker assessment, care planning, advocacy along with money management services has proven to be successful in the Linkages to Senior Housing pilot program. As a result of this pilot program, 71% of the individuals receiving services have a reduced risk of homelessness due to the unique interventions utilized. Ten evictions were rescinded or avoided, ten clients received housing vouchers from CDC, four clients were placed in SHARE homes, three clients were sheltered at Mirabel Lodge RCFE, seventeen clients received legal advocacy from Legal Aid, and \$17,500 of funding was utilized to purchase items and services to reduce the risk of homelessness and/or pay for temporary rental subsidies creating a bridge to permanent subsidized housing for the individual.

The success of this pilot is largely due to the stakeholder involvement from the Human Services Department, Community Development Commission, and Council on Aging, Petaluma People Services Center, Mirabel Lodge, and Habitat for Humanity, Legal Aid, and the Area Agency on Aging's Senior Housing Workgroup. The AAA Senior Housing Workgroup had four meetings to discuss the progress of the pilot program as well as to begin identifying how stakeholders could work together to address the housing crisis for older adults in Sonoma County. Initial discussions have focused on learning how each of the stakeholder's services intersect and developing protocols for how to better collaborate to reduce homelessness in older adults seeking out services.

The Human Services Department has secured a grant for emergency housing for elder abuse victims through Victims of Crime Act (VOCA) funding. This grant is time limited and will be helpful to some older adults who need emergency housing as a result of being an elder abuse victim. Additionally, HSD is applying for California Department of Social Services (CDSS) funding for a new program called Housing Disability Advocacy Program (HDAP). This program will provide case management and housing assistance to adults who are homeless/at risk of homelessness and who are applying for disability benefits. These two new funding sources will be helpful but are limited in scope and population and will not serve as an alternative to this pilot program.

It is recommended that the Board of Supervisors accept this program update from the Human Services Department and the Community Development Commission with a final program update planned for Spring 2018.

Prior Board Actions:

December 6, 2016 – Approval of Linkages to Senior Housing pilot program.

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

This pilot program serving older adults at risk of homelessness is in alignment with Strategic Plan Goal 1 of a safe, healthy and caring community.

Fiscal Summary

Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures	0	0	0

Funding Sources

General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources	0	0	0

Narrative Explanation of Fiscal Impacts:

N/A

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

N/A

Attachments:

N/A

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

N/A

Linkages to Senior Housing Program

Karen Fies and Ana Bagtas, Human Services
Department

Margaret Van Vliet, Community Development
Commission



Human Services Department
COUNTY OF SONOMA

"Empower, Support, Protect"



Sonoma County
Community Development Commission



Linkages to Senior Housing Program

The goal of the program is to serve low income seniors who are at-risk of losing their housing, or who have recently become homeless, by offering short term case management services.



Linkages to Senior Housing Program

Demographics

(Services delivered from February to September 30, 2017)

- 41 Total Clients
- 66% of clients are female, 34% are male
- Average age is approximately 71 years old
- 88% are renters (Average net monthly income of \$1,353)
- The presenting issue for most clients was a notice to vacate leading to eviction
- Residents of all 5 districts have been served



Linkages to Senior Housing Program

Challenges

- Lack of affordable housing leading to long waiting lists
- Fragmented and costly application process
- Problems finding units that accept housing vouchers
- Lack of access or knowledge of resources (technology, transportation barriers, etc.)
- Financial and credit issues
- Struggling with several psycho-social and medical issues



Linkages to Senior Housing Program *Success/Accomplishments*

“Linkages to Senior Housing saved my life. Without Linkages to Senior Housing I would be homeless, instead I have a nice safe home. I’m very grateful for Linkages to Senior Housing help.” – Doug F.

- Reduced the risk of homelessness of **71%** of clients
- Intensive case management proved to be successful





Linkages to Senior Housing Program

Services and Partnerships

“I’m filled with gratitude... Just to have a roof over my head is fantastic. I went from losing my place and having no plan, to now having a beautiful apartment with rental assistance. It’s just unbelievable.” – Michele J.

- **10** Evictions were rescinded or avoided
- **9** clients received housing vouchers from CDC
- **4** clients were placed in SHARE rentals
- **3** clients were sheltered at Maribel Lodge



Linkages to Senior Housing Program

Services and Partnerships

- **17** clients received legal advocacy from Legal Aid
- **26** clients in Council on Aging Secure Seniors Program (Financial Advising)
- Approximately **\$14,300** used the **Emergency Housing Fund** to reduce risk of homelessness
- Nearly **\$3,200** in **CDC Rental Subsidies** enabling permanent subsidized housing

Linkages to Senior Housing Program

Housing Services

- HOME Tenant Based Rental Assistance vouchers were most effective in ensuring seniors could remain in their homes, rather than find a new apartment.
- The Linkages pilot revealed a huge unmet need among seniors who had already fallen through all safety nets.
 - Commission experienced a big increase in seniors coming to the door hoping to get a voucher.
- This has sharpened the Commission's focus on documenting and quantifying the need.
 - In a separate item today the Commission is proposing to add a study to the 2018 Homeless Count, to learn more about people who are at risk of homelessness throughout our community.



Next Steps

“Linkages to Senior Housing was an answer to my prayers and a godsend as I’ve been under so much financial strain and could not find a program to help me until LSH.” -Sandy

- Pursuing additional funding streams for housing (CalOES, HDAP)
- Assessing the impact of wildfires

Linkages to Senior Housing Program

Questions?



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 41
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors and Board of Commissioners

Board Agenda Date: December 12, 2017

Vote Requirement: 4/5 vote

Department or Agency Name(s): Sonoma County Community Development Commission

Staff Name and Phone Number:

Benjamin Wickham, (707) 565-7542

Supervisorial District(s):

All

Title: County Fund for Housing Funding Loan Awards and County Fund for Housing Annual Report

Recommended Actions:

1. Receive the County Fund for Housing (CFH) Annual Report
2. Approve County Fund for Housing awards in the aggregate amount of \$4.5 million for five rental housing developments that will produce 126 new affordable housing units throughout Sonoma County.
3. Approve Transient Occupancy Tax (TOT) funding awards for Workforce Housing in the aggregate amount of \$1 million for two projects that will result in 79 new affordable homeownership opportunities.
4. Authorize the Executive Director of the Sonoma County Community Development Commission (Commission) to execute all necessary loan documents and deeds of trust consistent with Commission Loan Policies, and with advice of County Counsel.
5. Adopt a Budget Resolution authorizing a \$1 million increase in County Fund for Housing FY 2017-18 expenditure appropriations and the one time use of County Fund for Housing Fund Balance - created by \$1 million of Transient Occupancy Tax (TOT) received in FY 2016-17 and designated for Workforce Housing. (4/5 vote)

Executive Summary:

Approval of this agenda item will accelerate development of desperately needed affordable rental housing by providing \$5.5 million in loans for the construction of a total of 205 new housing units throughout Sonoma County. Funding for the loans will be sourced from the County Fund for Housing, which is funded annually with a combination of County Reinvestment and Revitalization Funds, developer in-lieu fees, and TOT revenues.

The Community Development Commission issued a Notice of Funding Availability in the amount of \$4.5 million in July 2017 and received requests totaling \$11 million for nine eligible projects. While all projects submitted were considered worthy and would have met County objectives for the use of the Fund, the five recommended for funding were determined to be the most ready to proceed.

The other \$1 million recommended with this item stems from the Board's appropriation of Transient Occupancy Tax revenue in the FY 2016-17 budget for workforce housing. Two homeownership projects that will result in a total of 79 new homes will meet workforce housing objectives including leverage of public funds and serving households that earn too much to qualify for typical affordable housing and yet are priced out of the escalating rental and ownership housing market in Sonoma County.

The CFH Annual Report updates the Board on the cumulative achievements of the program through the end of the 2016-17 fiscal year.

Discussion:

County Fund for Housing Annual Report

The attached CFH FY 2016-17 Annual Report (Attachment 1) details past usage of nearly \$25 million in developer in-lieu fees and other revenue received since the fund's inception in 2003. To date, CFH loans have assisted in the development and preservation of 553 apartments (includes 231 units proposed and not yet completed), 42 mobile home spaces, 25 transitional housing beds (includes 13 beds under development), and eight supportive housing units, in 15 developments.

Proposed County Fund for Housing Loans

On July 25, 2017, the Commission issued a Notice of Funding Availability for \$4 million available in FY 2017-18 from the CFH. (After release of the Notice, \$500,000 from the TOT appropriation to the Commission was added to the available funds.) Nine applications were received by the deadline of August 23, all of which have been found to be complete and eligible for funding consideration, although one application has a potential eligibility issue with its General Plan designation. The aggregate amount of funds requested was \$11,121,000. Because the Sonoma Complex Fires occurred after the initial Commission staff review and preliminary recommendations, but before those recommendations were presented in a public hearing, Commission staff reevaluated each proposal with an eye towards targeting these funds towards the projects most ready to proceed. This process resulted in five projects being recommended, down from the seven suggested pre-disaster (see Application Summary, Attachment 2).

The recommended projects are each judged to be ready to proceed, with firm commitments of other funds and entitlements in place. Furthermore, each will serve a pressing need for additional affordable rental housing, and all meet the new County Fund for Housing policy, which was revised by the Board of Supervisors in May 2017 in furtherance of the newly-adopted *Housing for All* strategic priority.

The Community Development Committee (Committee) held a public hearing and took public comment on the matter at its meeting on November 14, 2017. The Committee discussed and debated the various projects, including the fact that two of them are in the same region of the county (City of Sonoma and Boyes Hot Springs) and at the end of the hearing adopted staff recommendations for funding the five projects. The following table provides a summary of the five recommended projects:

Recommended for Funding					
<i>Project Name</i>	<i>Units</i>	<i>Location</i>	<i>Population/Tenancy Type</i>	<i>Recommended Funding</i>	<i>Comments</i>
Altamira Apartments (Satellite Affordable Housing Associates)	48	City of Sonoma	Individuals and Families	\$2,000,000	Property owned by CDC; project already approved by Sonoma City Council
Celestina Garden Apartments (Mid-Pen Housing)	40	Boyes Hot Springs	Seniors	\$1,500,000	Entitlements completed; infrastructure construction completed.
Caritas Homes Phase 1 (Catholic Charities/Burbank Housing)	21	Santa Rosa	Homeless individuals w/mental illness	\$410,000	Expansion of existing Caritas Center; will serve extremely low-income residents. City of Santa Rosa funded site acquisition.
Duncan Village (Habitat for Humanity)	16	Windsor	Individuals and Families	\$400,000	Town of Windsor matching funds committed.
62 Carrillo Street (The Living Room Center, Inc.)	1	Santa Rosa	Homeless Families	\$190,000	Fully funded with CFH award; adjacent to existing day service facility.
Total	126			\$4,500,000	

Not Recommended for Funding at This Time					
<i>Project Name</i>	<i>Units</i>	<i>Location</i>	<i>Population/Tenancy Type</i>	<i>Requested Funding</i>	<i>Comments</i>
Roseland Village (Mid-Pen Housing)	70	City of Santa Rosa	Individuals and Families	\$4,000,000	Entitlements not completed; project financing plan needs additional work.
Ortiz Plaza I (Phoenix Development)	30	Larkfield-Wikiup	Families	\$200,000	Construction completed; funding would not contribute to additional housing.
Ortiz Plaza II (Phoenix Development)	20	Larkfield-Wikiup	Farmworker Families	\$510,000	Key zoning/entitlement issues and not resolved at this time.
Windsor Veterans Village (Urban Housing Communities)	60	Windsor	Individuals and Families	\$1,000,000	Entitlements not completed; Local and program funding not secured.
Total	180			\$5,710,000	

Sonoma County Rent Affordability and Median Income Table:

<u>Household Size</u>	<u>Area Median Income As of 6/9/2017</u>	<u>60% of AMI Rent</u>	<u>50% of AMI Rent</u>	<u>30% of AMI Rent</u>
1 (1bdrm)	\$58,750	\$1,058	\$881	\$530
2 (1bdrm)	\$67,100	\$1,058	\$881	\$530
3 (2bdrm)	\$75,500	\$1,190	\$991	\$596
4 (3bdrm)	\$83,900	\$1,322	\$1,101	\$661

Descriptions of projects recommended for funding (additional details provided in attachment 3):

Altamira Family Apartments/Satellite Affordable Housing Associates (SAHA): SAHA requested \$2 million to develop an affordable housing community in the City of Sonoma on property currently owned by the Community Development Commission (acquired in 2012 as a result of the dissolution of Redevelopment. Ownership will be transferred to Satellite Affordable Housing Associates under the terms of a Disposition and Development Agreement) This development will provide 48 affordable apartments for individuals and families earning between 30%-60% Area Median Income (AMI): fifteen apartments restricted for extremely low-income households (30% of AMI); 22 for very low-income households (50% AMI); 10 apartments for low-income households (60% AMI); and one unit for the resident manager. All of the apartments will remain affordable for a minimum of 55 years. In addition to the 1-, 2- and 3-bedroom apartments, the development will offer 75 parking spaces, a community room, a youth play area, ample outdoor space and landscaping to enhance the beautifully designed buildings. An extensive community engagement process helped to evolve the site plan – making changes to the number of stories, ingress/egress and placement of the community building. The Altamira project received entitlement approvals from the Sonoma City Council this month, which is a significant step forward. Total Project Cost is estimated at approximately \$24.3 million. Project completion is anticipated in May 2020.

Celestina Garden Apartments: Mid-Pen Housing Corp.: Mid-Pen requested \$1.5 million to develop 40 units for seniors in the unincorporated Sonoma Valley Boyes Hot Springs area. The development will include eight units restricted for extremely low-income households (30% AMI), 10 units for very low-income households (50% AMI), 21 units for low-income households (60% AMI), and one unit for the resident manager. All of the units will remain affordable for a minimum of 55 years. This project previously received funding from the CFH in FY 2014-15 and in FY 2015-16 in the total amount of \$2,273,440, which has been kept as a fund balance as the project awaits additional funding. Mid-Pen's adjacent project, Feters Family Apartments (completed in early 2017 and now fully occupied), has developed some of the infrastructure that will serve the Celestina Gardens project as well.

This \$1.5 million funding request will support the construction and completion of the Celestina Garden Apartments senior housing community. These additional funds are required to increase the project's competitiveness for Low Income Housing Tax Credits. The applicant has unsuccessfully applied three times for 9% tax credits and this current CFH funding proposal will primarily be used to improve the competitiveness of their 2018 Tax Credit Allocation Committee application "tie-breaker" score to win an allocation. Mid-Pen is very confident that this additional funding will put the project in an excellent position to receive a tax credit award. The Committee and Board have emphasized funding projects most ready to go, and Celestina is completely ready except for a tax credit award. Total project cost is estimated at approximately \$18 million. In view of the level of infrastructure development already in place, project completion is anticipated in December 2019.

Caritas Homes Phase 1/Catholic Charities and Burbank Housing: Catholic Charities and Burbank Housing requested \$917,397 in the collaborative development of Caritas Homes in downtown Santa Rosa. The Committee is recommending funding from CFH in this fiscal year of \$410,000. This development is part of Caritas Village, an integrated expansion of housing and services for the homeless on the site of Catholic Charities' current Family Support Center homeless facility. Caritas Homes is planned as 71 units

of new permanent supportive rental housing; Phase I is planned as 21 units targeting persons with serious mental illness who are homeless/at-risk of chronic homelessness. All of the units will remain affordable for a minimum of 55 years. Caritas Center, another component of Caritas Village, will include new Catholic Charities facilities to expand emergency housing and day center services. This project will address an underserved need in the County. While short of the requested funding amount, this size of an award supports predevelopment activity advancing the project and could support other applications for financing. The total project cost is estimated at \$11 million. Project completion is anticipated in January 2020.

Duncan Village/Habitat for Humanity: Habitat requested \$804,000 to build 16 homes on the 1.34 acre parcel at 484 Wall Street, Windsor. The Committee recommends funding of \$400,000 for this project. These homes are designed as low-income, low-cost living, homeownership units. There will be a mix of incomes in the neighborhood (50% AMI to 80% AMI). Habitat for Humanity practices green and sustainable building and will be incorporating significant green methods and materials, up to and including solar paneling. This project will include attached duet and detached homes that benefit families, neighborhoods, and the environment. This property has a very high “walkability” score. It is located within a half mile of the Town Green, business district, parks, outdoor events, farmers market as well as multiple school locations, public transportation, grocery stores and the future SMART Train station. According to California Association of Realtors, the median home sales price in Sonoma County is \$625,500 as published for August 2017. This project will allow low income homebuyers to purchase a home at an affordable price from \$363,292 to \$400,625. Each home will remain affordable for 99 years, secured by a resale restriction agreement. Total Project Cost will be approximately \$6.15 million. The project will be completed in four phases to be completed by March 2020. Completion of the first phase is anticipated to be May 2019.

62 Carrillo Street: The Living Room requested \$190,000 to assist in the purchase of a small 2-bedroom house to provide permanent supportive housing; this property is situated across the street from the organization’s day services facility. The Committee recommends fully funding The Living Room Center’s proposal. Furthermore staff recommends that upon re-payment of the CFH loan, the applicant may reuse the funds to assist in another acquisition to further its program. The Living Room provides services to homeless women and children, many of whom are living outside or in their cars. The house does not need substantial work, and CFH funds will be used for acquisition. The Living Room intends to have a family or 2 singles in the home before winter, providing the case management and other services needed to the tenants. This project will address an underserved need in the County by immediately providing an affordable unit by winter 2017. As a condition of receiving CFH funding, The Living Room will enter into an Affordable Rental Housing Agreement, restricting the unit to remain affordable for at least 55 years. The applicant has been successfully providing day services primarily to women and children who are homeless or at risk of becoming homeless for nearly 25 years. The program has a successful record of fundraising dollars from the community to support its operations. Total Project cost will be \$300,000. It is estimated that the home will be purchased and ready for occupancy immediately.

Workforce Housing Investment:

The Sonoma County Board of Supervisors appropriated \$1 million of Transient Occupancy Tax revenue towards “workforce housing” in the FY 2016-17 budget. The Community Development Commission was

directed to bring back a proposal that would leverage the \$1 million through a revolving fund to create new housing opportunities for a category of households that earn too much to qualify for typical affordable housing, and yet are priced out of the escalating rental and ownership housing market.

While the creation of a new Housing Trust Fund similar to others in California was explored, this option is not being recommended and is discussed in more detail below. Instead, the Commission proposes to use the dedicated funds to make direct investments that will expedite two affordable homeownership projects currently in development that have secured significant other funds but still have funding gaps. The projects will serve buyers earning between 80% and 120% of area median income (\$67,120 - \$100,700 for a four-person household). At these annual income levels, people employed as teachers, nurses, plumbers, electricians, auto mechanics and a range of County employees will be eligible purchasers of the assisted homes.

Deploying the designated TOT funding in this manner will assist in the creation of 79 new homes for working families in Sonoma County, and in the process achieve substantial leverage of scarce County resources.

Acacia Village and Brodie Ranch:

Housing Land Trust of Sonoma County (Land Trust) is currently working closely with the cities of Santa Rosa and Petaluma to develop a total of 31 new homeownership units. A key benefit of Housing Land Trust's model is the ability to ensure home prices stay affordable. When the homeowners decide to sell their homes, Land Trust has the right to buy the home back for an amount determined by the Land Trust resale formula. The sale price is based on the percentage increase in the median household income from the time the home was purchased. The resale formula is designed to give homeowners a fair return on their investment, while keeping the price affordable for future low- to moderate-income families. The Commission proposes to invest a total of \$400,000 between the two projects known as Acacia Village and Brody Ranch.

Brody Ranch is located in Petaluma. This development is a subdivision of 199 single-family homes, with 25 homes for Land Trust to partner with the City of Petaluma and the Developer to create homeownership opportunities to families who are first-time homebuyers with household incomes ranging from 80% to 120% of Area Median Income. The use of \$100,000 of the proposed funding would make homeownership a reality for 25 families by providing closing costs assistance in the form of a grant. Often families are able to pay the monthly affordable payment that has been set to their income limits but are unable to close the deal because there is insufficient cash on hand to cover closing costs, which can be as much as \$8,000. Brody Ranch is set to break ground this year, with homes completed and ready for occupancy in 2018. Affordability restrictions will remain in place for 99 years.

Acacia Village, in Santa Rosa is a subdivision of 25 single-family homes, with six homes for the Land Trust to partner with the City of Santa Rosa and the Developer to create homeownership opportunities for first-time homebuyers with household incomes ranging from 100% to 120% of Area Median Income. There is a gap of \$300,000 for the project to make the homes affordable to these target income levels; this funding would be a permanent subsidy that would be recycled in perpetuity. This public investment in each of the six units will be protected and stewarded by the Land Trust, creating community wealth

with land as an asset, to serve families in a target income level, generation after generation. The price of the home will be permanently written down with this funding, locking in the affordability and tying the initial price and future resales to a family's income, and not market pricing. Affordability restrictions will remain in place for 99 years.

Lantana Homes: Burbank Housing is a well-known and long-established non-profit housing developer operating throughout Sonoma County. Lantana Homes will be a 48-unit homeownership project in Southwest Santa Rosa for first-time buyers earning no more than 120% of area median income. Each home will have restrictions that will limit the resale of the home only to households earning at or below this set income level. The project has substantial investments from the City of Santa Rosa, but a funding gap remains and CDC believes that investing \$600,000 to create affordability in all 48 homes in this development will help achieve the original goals of the \$1 million workforce housing appropriation. Affordability restrictions will remain in place for 99 years.

Alternatives Analyzed

The Commission spent several months exploring the viability of establishing a new Trust Fund that could be seeded with the \$1 million. The 'Homes for All' summit in November 2016 was followed-up with several work groups, one of which focused on financing; this group did not develop actionable recommendations for the use of the funds. Several state and national trust funds and revolving loan funds – also known as Community Development Financial Institutions (CDFI's) – were explored, including Housing Trust Silicon Valley and Northern California Community Loan Fund. The underlying business model of these groups was not a good match for the Sonoma County need and policy objective. Furthermore, several of them have been reporting that they are having a hard time placing their revolving loan dollars (though clearly this may change with the need for substantial new sources of housing capital for rebuilding).

Deploying the funds into rental housing for households at the target income levels was also analyzed with the assistance of an outside consultant, with a particular look at what might be possible with the pending development on the West College Ave. property. This path, too, was determined to be infeasible, and would not yield the public policy outcomes the Board was striving for. All things considered, especially the particular need for County resources to be used to expedite housing construction on entitled and otherwise ready-to-go projects, Commission staff recommends proceeding to invest the \$1 million in the identified workforce housing projects.

Prior Board Actions:

05/23/17: Approved revisions to the County Fund for Housing policy
07/19/16: Approved revised CFH Funding Policies and Commission Loan Policies
06/14/16: Approved the FY 2016-17 budget with \$1 million in TOT for workforce housing
11/17/15: Approved CFH Loans for FY 2015-16 housing projects.
08/11/15: Approved revised CFH Funding Policies and Commission Loan Policies.
12/02/14: Approved CFH and LMIHAF loans for FY 2014-15 housing projects.
08/19/14: Approved revised CFH Funding Policies and Commission Loan Policies.
11/12/13: Approved CFH awards for FY 2013-14 projects.

09/10/13: Approved revised CFH Funding Policies and Commission Loan Policies.
11/13/12: Approved CFH awards for FY 2012-13 projects.

Strategic Plan Alignment Housing for All

Providing financial assistance for the development of housing that is available, accessible, and affordable for homeless and other lower-income households promotes safe, healthy, and secure living environments for these Sonoma County residents, many of whom have special needs or cannot otherwise find or afford market-rate housing.

Fiscal Summary

Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses	4,500,000		
Additional Appropriation Requested	1,000,000		
Total Expenditures	\$5,500,000		

Funding Sources

General Fund/WA GF	4,500,000		
State/Federal			
Fees/Other			
Use of Fund Balance	1,000,000		
Contingencies			
Total Sources	\$5,500,000		

Narrative Explanation of Fiscal Impacts:

Expenditures and Funding for current year County Fund For Housing awards totaling \$4,500,000 were already appropriated in FY 2017-18. The \$1 million of Transient Occupancy Tax (TOT) funded awards were not previously appropriated in FY2017-18 and require the approval of the attached Budget Resolution.

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:

1. County Fund for Housing (CFH) FY 2016-17 Annual Report
2. Summary of FY 2017-18 CFH Loan Applications
3. CFH Project Locations and Site Maps
4. Budget Resolution

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



Sonoma County Community Development Commission
 Sonoma County Housing Authority
 1440 Guerneville Road, Santa Rosa, CA 95403-4107

Members of the Commission

Shirlee Zane
Chair

James Gore
Vice Chair

Susan Gorin
David Rabbitt
Lynda Hopkins

Margaret Van Vliet
Executive Director

County Fund for Housing FY 2016-17 Annual Report

The County Fund for Housing (CFH) is a local housing trust fund funded with a variety of local resources and used to support the creation and preservation of affordable housing in the unincorporated areas of Sonoma County. The CFH was first established by the Board of Supervisors in 2003 with an initial deposit of \$1.1 million in County General Funds, \$1 million from the State Local Housing Trust Fund (LHTF) matching grant program. An additional \$750,000 start up loan from the State HELP program was subsequently repaid in 2013. Since October 2005, the CFH has received a regular stream of revenue from Workforce and Inclusionary Housing In-lieu fees, loan processing fees, interest earnings and loan repayments, as well as occasional allocations of Transit Occupancy Tax (TOT) and General Fund Reinvestment and Revitalization (R&R) funds.

CFH loans are approved by the Board of Supervisors (after receiving recommendations from the Community Development Advisory Committee) and administered by Sonoma County Community Development Commission (CDC) staff. This report provides an update on the status of the CFH from its inception through June 30, 2017, with details on activity in the 2016-17 Fiscal Year.

SUMMARY OF REVENUES

Source of CFH Funds	Activity through 6/30/16	Activity 7/1/16 – 6/30/17	Total as of 6/30/17
County General Fund	\$1,100,000		\$1,100,000
State Local Housing Trust Fund Matching Grant	\$1,000,000		\$1,000,000
State HELP Loan ¹	\$750,000		\$750,000
State HELP Loan Repayment ¹	(\$948,673)		(\$948,673)
Developer In-lieu Fees	\$14,345,527	\$2,720,710	\$17,066,237
Transient Occupancy Tax	\$62,934	\$1,000,000	\$1,062,934
Loan Processing Fees	\$144,631	\$42,459	\$187,090
Interest Earned (pooled cash & loan interest received)	\$1,056,904	\$61,423	\$1,118,327
Reinvestment and Revitalization Funds	\$500,000	\$1,116,800	\$1,616,800
Loan Repayments	\$2,008,070		\$2,008,070
Net Revenues	\$20,019,393	\$4,941,392	\$24,960,785

¹ HELP Loan from State HCD was made to CDC for a 10-year term. During that time, CDC used funds to make short-term loans to two developments. Both loans were repaid to CDC with interest prior to repayment of the HELP Loan to State HCD in February 2013.



SUMMARY OF LOAN ACTIVITY

Use of CFH Funds	Number Assisted Units	Activity through 6/30/2016	Activity 7/1/16 – 6/30/17	Total as of 6/30/17
Completed Through 6/30/15				
Blue Spruce Mobilehome Park Acquisition	42	\$903,000		\$903,000
Fife Creek Commons Rental Housing	48	\$3,325,000		\$3,325,000
Las Palmas Ownership Subdivision	0	\$1,018,770		\$1,018,770
Mill Street Permanent Supportive Housing Beds	8	\$350,000		\$350,000
Sea Ranch 14 Rental Housing	14	\$394,000		\$394,000
Sonoma Gardens Rental Housing	60	\$1,125,000		\$1,125,000
Springs Village Rental Housing	48	\$750,000		\$750,000
West Hearn Ave. Veterans Transitional Housing	12	\$1,400,000		\$1,400,000
Fettters Family Housing	60	\$1,400,000		\$1,400,000
Ortiz Plaza Farmworker Housing	30	\$510,000		\$510,000
Subtotals:	322	\$11,175,770		\$11,175,770
Rental Housing Under Development				
Crossroads Family Housing	79	\$3,478,200		\$3,478,200
Robinson Road Transitional Housing	13	\$726,560		\$726,560
Celestina Gardens Senior Housing	40	\$1,273,440	\$1,000,000	\$2,273,440
Ortiz Plaza II	12		\$510,000	\$510,000
Veterans Village (Tiny Homes)	12		\$1,868,851	\$1,868,851
Roseland	75		\$537,500	\$537,500
Subtotals:	231	\$5,478,200	\$3,916,351	\$9,394,551
Administration Costs				
CDC and PRMD	0	\$1,145,607	\$212,025	\$1,357,632
Totals	553	\$17,799,577	\$4,031,486	\$23,285,585
Available Funding at Fiscal Year End				\$1,675,200

UNITS ASSISTED BY TYPE

Mobilehome Park Spaces	
Transitional Housing Beds	25
Permanent Supportive Housing Beds	8
Other Rental Housing Units	478
TOTAL	553

FY 2015-16 COUNTY FUND FOR HOUSING ACTIVITY

The Summary of Loan Activity above shows new commitments made during the 12-month period from 7/1/2016 to 6/30/2017. Due to the lengthy nature of housing development work, actual cash flow during the year may involve expenditure of funds related to commitments from previous years, and may not include expenditure of all funds committed during the year. The charts portray the total volume of income and loan activity throughout the life of the County Fund for Housing.

During this 12-month reporting period, the CFH received \$2,720,710 in Inclusionary and Workforce Housing in-lieu fees, the second consecutive year with the highest figures in the history of the program. The level of in-lieu fees over this past fiscal year is over \$915,000 higher than the amount of fees that were collected in 2007, the previous high water mark before the Great Recession impacted the County. The CFH also received \$1,116,800 from the County Reinvestment and Revitalization Fund, and \$1,000,000 from Transit Occupancy Taxes (TOT). At the end of FY 2016-17, the CFH had available uncommitted funds in the amount of \$1,675,200 reflecting the increased flow into the CFH over the year, and the retention of unexpended TOT funds earmarked for workforce housing. These funds have been awarded to new projects through loans during the FY 2017-18 CFH application cycle.

Below are status updates on several CFH-assisted projects:

- 1) Mid Pen Housing received a FY 2016-17 CFH award of \$1,000,000 to augment the \$1,273,440 in FY 2015-16 for Celestina Senior Apartments, a 40 unit project in the Fetters Hot Springs area of Sonoma Valley. Celestina is a companion project to Fetters Family Apartments, sharing infrastructure. MidPen plans to apply for 9% tax credits in March, 2018, to complete their financing and start construction by the end of 2018.
- 2) Ortiz Plaza II received a FY 2016-17 CFH award of \$510,000 to purchase property adjacent to the Ortiz Plaza I development. They intend to build an additional 12 units of farmworker housing with similar deep rental subsidies from the USDA program used in Ortiz I. This project is a joint effort between California Human Development and Phoenix Development.
- 3) Community Housing Sonoma County (CHSC) received a FY 2016-17 CFH award of \$1,868,851 to develop an innovative proposal to use "tiny homes" to house previously homeless and/or disabled veterans. This pilot project will be situated on County owned property under a lease arrangement with General Services. CHSC was selected to develop this project after a Request for Proposals process in early 2016.
- 4) The Roseland project has been a venture between the CDC, owners of the property, and MidPen, the developer selected to produce the project. MidPen identified an adjacent parcel that would enhance the affordable housing portion of this mixed use project, and this FY 2016-17 CFH award of \$537,500 enabled MidPen to acquire the parcel in August, 2017.
- 5) Fetters Family Apartments, MidPen's 60-unit initial project in the Fetters area of Sonoma Valley, completed construction in January, 2017, and is currently fully occupied. CFH provided \$1,400,000 to this project.
- 6) Over the course of several fiscal years dating back to 2010-11, the CFH made three awards totaling \$3,478,200 to support the 79-unit Crossroads Apartment project by Burbank Housing Development Corporation (BHDC) in Roseland. The City of Santa Rosa joined with the CDC in a unique funding partnership to help BHDC start construction last summer, 2016. Completion and move-ins are projected for winter/spring of 2018.
- 7) Community Housing Sonoma County (CHSC) acquired the site for their Robinson Road Transitional Housing project in September, 2015, using CFH funds in conjunction with HOME

funding. CHSC has now also secured funding from the Federal Home Loan Bank AHP program and is proceeding with the rehabilitation work on the property. CFH has contributed \$726,560 in two awards to this project.

8) Ortiz Plaza, a 30 unit farmworker family rental project assisted by a CFH award of \$510,000 in FY 2014-15, completed construction in spring, 2017, and is now fully occupied. The project sponsor is California Human Development (CHD), in conjunction with Phoenix Development. A commitment of USDA subsidy financing for the project will ensure that the residents will not pay more than 30% of their incomes in rent.

ISSUES RELATED TO USE OF CFH FUNDS

In August, 2017, the CDC purchased property at 2150 West College Avenue in Santa Rosa from the Sonoma County Water Agency. The purchase price was \$4,200,000 which was supplied by the Board. Although this transaction was outside the timeframe of this annual report, and is not reflected in the financial figures in this annual report, CDC staff wants to keep the Board apprised of how this acquisition may affect the CFH in the future. Under informal terms negotiated between the Board and the CDC, the \$4,200,000 purchase price will be repaid by future CFH funds at the rate of \$900,000 per year. If the CDC sells the property to a private developer for workforce housing, then the repayment may take place sooner and not require additional CFH advances. If the purchase price remains in the deal as a subsidy for affordable housing development on the property, the CFH award would be reflected in annual disbursements from future CFH revenue.

Although revenue received from payment of Inclusionary and Workforce Housing In-Lieu Fees during the two years has substantially exceeded the previous high-income marks set prior to the Great Recession, unfortunately the recovery of CFH funding does not fully offset the loss of other sources of funding for affordable housing, particularly state programs that have now depleted their bond financed funds, federal funds experiencing budget cuts, and the dissolution of redevelopment agencies. The scarcity of public sources of financing has placed an increased demand on CDC-sponsored financing for those projects that can move forward.

Applicants for CFH funding have cited the difficulty in competing successfully for state and federal Low-Income Housing Tax Credits as the primary obstacle to being able to construct affordable rental projects. Winning the competitive allocation process requires having substantial local public funds committed to a project, challenging in an era of shrinking local public resources; consequently, many projects require multiple awards of CFH and other CDC financing to be competitive against projects in larger counties with greater resources.

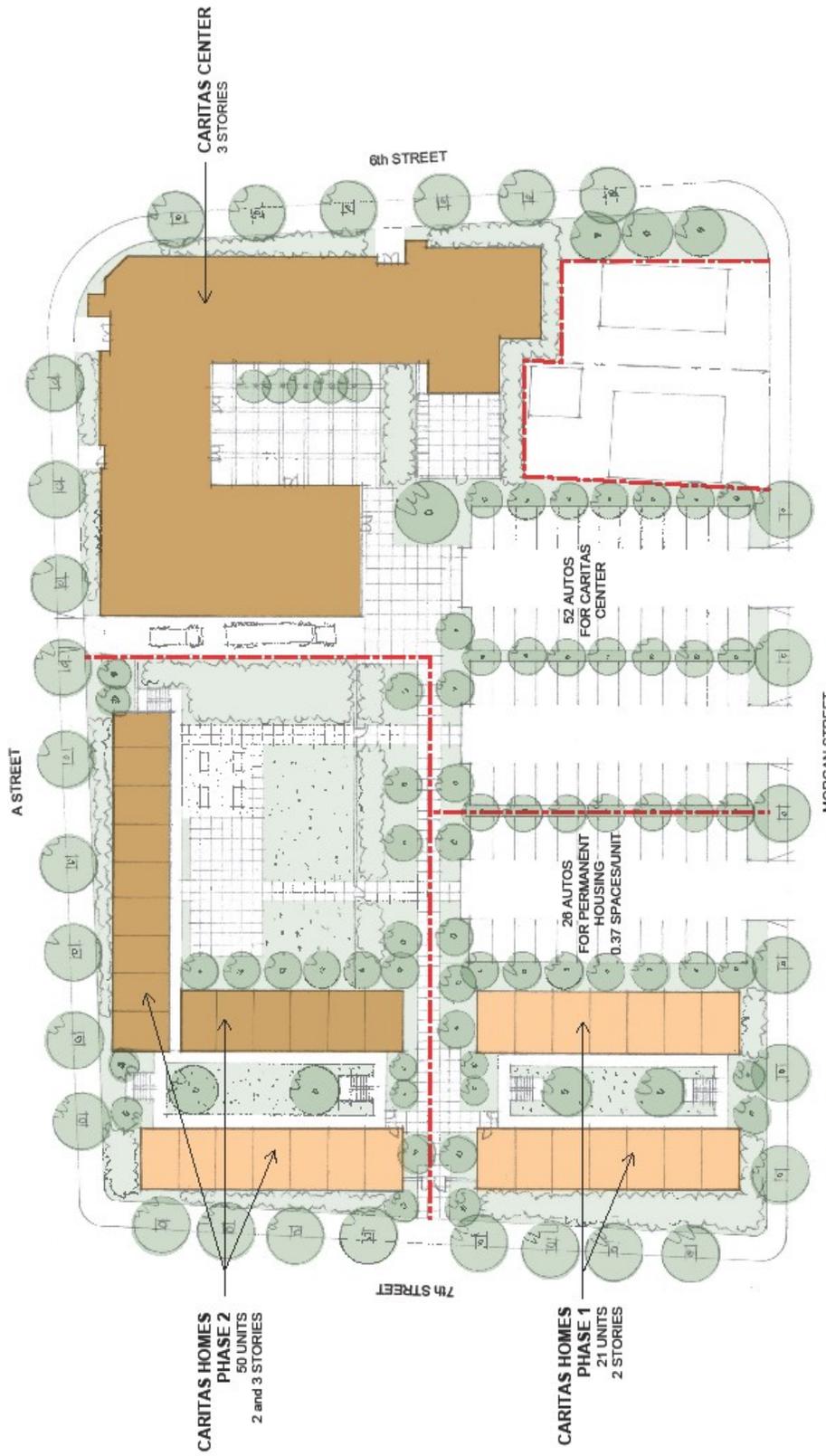
Regardless, CDC will continue to explore ways to leverage and expand resources to spur production and preservation of affordable housing in Sonoma County, consistent with existing BOS strategic priorities and targets established in the Building HOMES Toolbox.

Summary of Fiscal Year 2017-18 CFH Loan Applications

Funding Available	
CFH Funds	\$4,000,000
TOT Funds	\$500,000
Total Available for Allocation	\$4,500,000

Ranking	Applicant	Project Name and Location	Total Number of Units proposed	Amount Requested	Amount Recommended	Prior CDC Funding?	Average Affordability Level: % of Area Median Income (AMI)	Total Requested CDC Subsidy per Unit	Leverage-CDC Funds to Other Funds	Other Jurisdiction Funding? Percentage of CDC Funds	Total Cost per Unit	Hard Cost per Unit	Earliest Occupancy Date	Readiness To Proceed	Comments
	Catholic Charities of the Diocese of Santa Rosa	Caritas Homes- Phase I 612 Morgan St. 304, 306 7th St. Santa Rosa, CA 95401	21	\$917,397	\$410,000	Yes	30%	\$45,870	11.05 - 1	Yes	\$526,300	\$255,348	Jan-20	2	
	Habitat for Humanity of Sonoma County	Duncan Village 484 Wall Street Windsor, CA 95492	16	\$804,000	\$400,000	None	80%	\$50,250	6.65 - 1	Yes	\$384,625	\$187,781	Mar-20	2	4 phases over a 17-month period
	MidPen Housing Corp	Celestina Garden Apartments 17310 Sonoma Hwy Sonoma, CA 95476	40	\$1,500,000	\$1,500,000	Yes	51%	\$96,755	3.61 - 1	No	\$434,952	\$216,496	Dec-19	1	
	MidPen Housing Corp	Roseland Village 665-833 Sebastopol Rd Santa Rosa, CA 95407	75	\$4,000,000	\$0	Yes	49%	\$105,960	4.44 - 1	No	\$568,455	\$403,307		2	
	Phoenix Development	Ortiz Plaza I 5352 Old Redwood Hwy Santa Rosa, CA 95403	30	\$200,000	\$0	Yes	42%	\$24,483	14 - 1	No	\$356,634	\$188,442		1	Construction already completed
	Phoenix Development	Ortiz Plaza II 5340 Old Redwood Hwy Santa Rosa, CA	20	\$510,000	\$0	Yes	38%	\$42,500	8.08 - 1	No	\$387,358	\$213,854		3	
	Satellite Affordable Housing Associates	Altamira Family Housing 20269 Broadway Sonoma, CA 95476	48	\$2,000,000	\$2,000,000	None	45%	\$85,106	5.09 - 1	Yes	\$507,118	\$356,101		2	
	The Living Room Center Inc.	62 Carrillo Street Santa Rosa, CA 95401	1	\$190,000	\$190,000	None	50%	\$190,000	.58 - 1	No	\$300,000	\$300,000		1	
	Urban Housing Communities & Veterans Housing Development Corp	Windsor Veterans Village 9500 Oak Park Street Windsor, CA 95492	60	\$1,000,000	\$0	None	40%	\$16,667	26 - 1	Yes	\$450,471	\$248,159		2	Other jurisdiction funding not secured

CARITAS HOMES PHASE I—SITE PLAN



PROPOSED SITE PLAN
CARITAS VILLAGE, SANTA ROSA
8/22/17

PYATOK
1611 Telegraph Avenue, Suite 200
Oakland, CA 94612
T. 910.465.7010
www.pyatok.com

CARITAS HOMES PHASE I—SITE MAP

Project Location

The Block
7th & A Streets
Santa Rosa, CA 95401

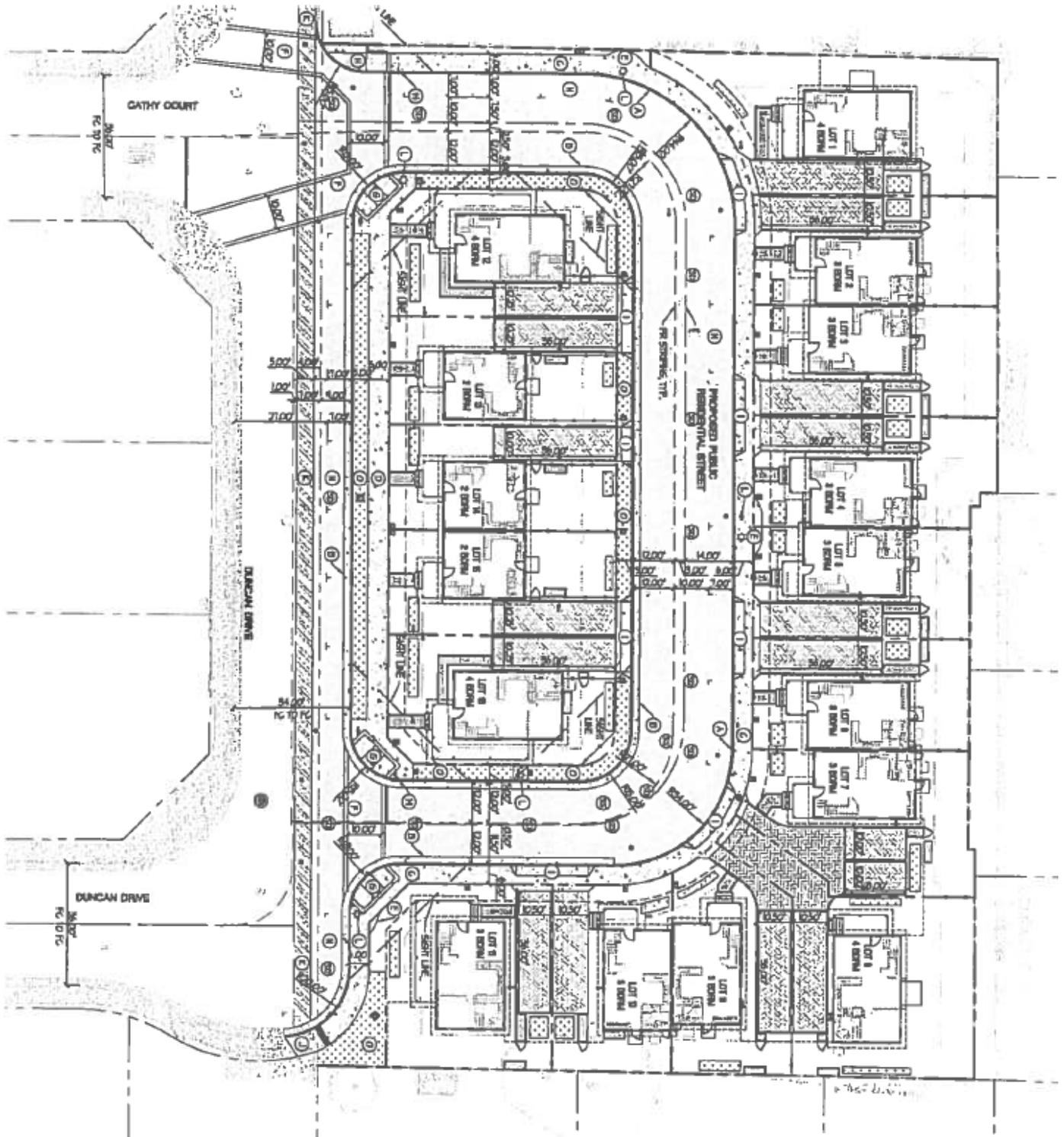


Map 1 Region



Map 2 Detail

DUNCAN VILLAGE — SITE PLAN



DUNCAN VILLAGE—SITE MAP



CELESTINA GARDEN APTS —SITE PLAN



CELESTINA GARDEN APTS —SITE MAP



ROSELAND VILLAGE — SITE PLAN



ROSELAND VILLAGE —SITE MAP

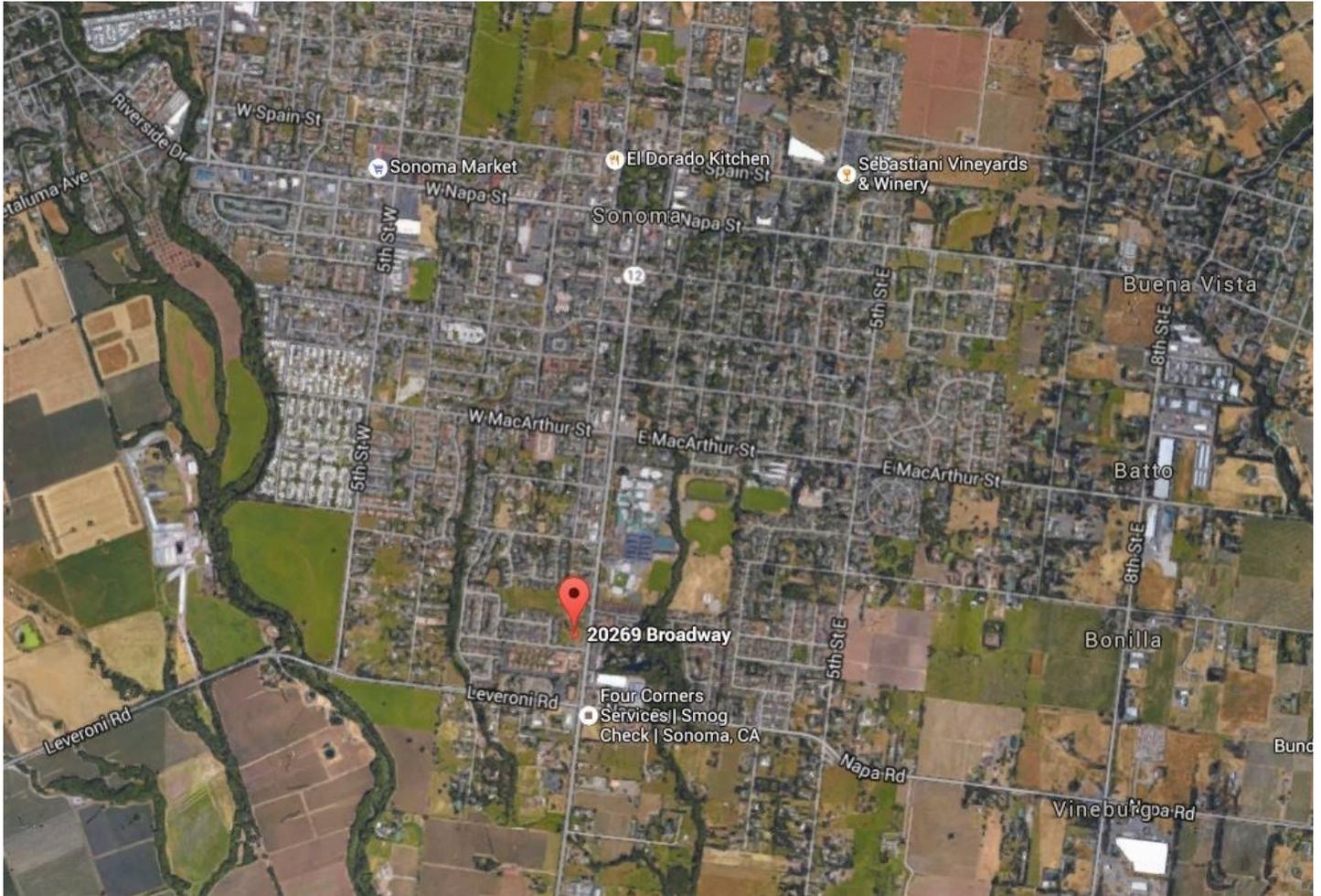


ALTAMIRA APTS — SITE PLAN



LANDSCAPE MASTERPLAN LEGEND			
KEY	QUANTITY	UNIT	DESCRIPTION
[Symbol]	1630	0"	0.75" TYPICAL (200) PLANTING TREES ON 4" TO 11" BARS
[Symbol]	12800	0"	3" 0" TYPICAL (200) PLANTING TREES ON 4" TO 11" BARS
[Symbol]	3330	0"	3" 0" TYPICAL (200) PLANTING TREES ON 4" TO 11" BARS
[Symbol]	400	0"	CONCRETE TYP. SLABS WITH DEGRADABLE REINFORCING TIES
[Symbol]	70	0"	DECK PLANTING
[Symbol]	10,100	0"	CONCRETE FINISH WITH GANTRY JOINTS, LIGHT RECONFINED
[Symbol]	1000	0"	CONCRETE FINISH WITH GANTRY JOINTS, LIGHT RECONFINED
[Symbol]	700	0"	6" 0" 0" PLANTING DETACHMENT TO CONCRETE FINISH
[Symbol]	2500	0"	18" x 18" TYPICAL (200) PLANTING TREES
[Symbol]	1880	0"	12" x 12" TYPICAL (200) PLANTING TREES
[Symbol]	10,000	0"	PLANTING BEDS, CURBS, AND RECONFINED
[Symbol]	8000	0"	WALKWAY DETACHMENT TO CONCRETE FINISH WITH GANTRY JOINTS
[Symbol]	2000	0"	WALKWAY DETACHMENT TO CONCRETE FINISH WITH GANTRY JOINTS
[Symbol]	1	EA	12" TYPICAL (200) PLANTING TREES ON 4" TO 11" BARS
[Symbol]	1	EA	CONCRETE DETACHMENT TO CONCRETE FINISH WITH GANTRY JOINTS
[Symbol]	7	EA	2" x 2" WOOD OR METAL
[Symbol]	4	EA	WOOD OR METAL PLANTING TREES
[Symbol]	4	EA	4" x 8" 2" TYPICAL (200) PLANTING TREES
[Symbol]	154	0"	12" x 12" GARDEN BEDS
[Symbol]	20	0"	RAISED GARDEN OR COTTON PLANTING
[Symbol]	80	0"	WOOD OR GARDEN BEDS
[Symbol]	10	EA	PLANTING DETACHMENT TO CONCRETE FINISH WITH GANTRY JOINTS
[Symbol]	100	0"	CONCRETE DETACHMENT TO CONCRETE FINISH WITH GANTRY JOINTS
[Symbol]	200	0"	7" x 7" 0" TYPICAL (200) PLANTING TREES ON 4" TO 11" BARS
[Symbol]	300	0"	5" x 5" 0" TYPICAL (200) PLANTING TREES ON 4" TO 11" BARS
[Symbol]	40	0"	3" x 3" 0" TYPICAL (200) PLANTING TREES ON 4" TO 11" BARS
[Symbol]	70	0"	4" x 4" 0" TYPICAL (200) PLANTING TREES ON 4" TO 11" BARS
[Symbol]	4	EA	12" TYPICAL (200) PLANTING TREES ON 4" TO 11" BARS
[Symbol]	0	EA	12" TYPICAL (200) PLANTING TREES ON 4" TO 11" BARS
[Symbol]	0	EA	12" TYPICAL (200) PLANTING TREES ON 4" TO 11" BARS
[Symbol]	4	EA	12" TYPICAL (200) PLANTING TREES ON 4" TO 11" BARS
[Symbol]	10	EA	12" TYPICAL (200) PLANTING TREES ON 4" TO 11" BARS
[Symbol]	24	EA	12" TYPICAL (200) PLANTING TREES ON 4" TO 11" BARS

ALTAMIRA APTS —SITE MAP



62 CARILLO STREET —SITE



62 CARILLO STREET —SITE MAP





County of Sonoma
State of California

Date: December 12, 2017

Item Number: _____
Resolution Number: _____



4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, and of the Board of Commissioners of the Sonoma County Community Development Commission

Whereas, the Board of Commissioners for the Sonoma County Community Development Commission has adopted a Final Budget for the Community Development Commission for Fiscal Year 2017-18; and

Whereas, the Government Code allows for adjustments to the Final Budget during the 2017 – 2018 Fiscal Year; and

Whereas, the Board of Commissioners and the Board of Supervisors have supported the creation of new Work Force Housing in Fiscal Year 2016-2017 with a \$1,000,000 grant of Transient Occupancy Tax (TOT) proceeds to the County Fund for Housing administered by the Sonoma County Community Development Commission;

Whereas, the Community Development Commission has identified two Work Force Housing projects where leveraging the \$1,000,000 designated in Fiscal Year 2016-2017 of TOT funds would result in the creation of 73 new homes meeting the work force housing objectives;

Now, Therefore, Be It Resolved that the Board of Supervisors and the Board of Commissioners hereby authorize and direct adjustments to the Fiscal Year 2017-2018 Adopted Budget as cited in attached Exhibit A.

Supervisors:

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

EXHIBIT A - BUDGET RESOLUTION

Department(s)/ Agency/(ies): Community Development Commission & Non-Departmental

	Narratives	FTE Impacts (+/-)	Gross Expenditure	Revenue and Reimbursement	Net Cost	Annualized Net Cost
Summary of Requested Adjustments for Board Consideration						
COMMUNITY DEVELOPMENT COMMISSION - County Fund for Housing						
Detail Row 1	<i>[46045] Allow the one time use of Fund Balance (created by \$1,000,000 of TOT received in FY1617 and designated for Work Force Housing) to award \$1,000,000 to two (2) projects that will result in 73 new Work Force homeownership opportunities.</i>		1,000,000	-	1,000,000	
Summary Row	<i>[46045] Allow the one time use of Fund Balance (created by \$1,000,000 of TOT received in FY1617 and designated for Work Force Housing) to award \$1,000,000 to two (2) projects that will result in 73 new Work Force homeownership opportunities.</i>	-	1,000,000	-	1,000,000	
	Total Requested Adjustments	0	1,000,000	0	1,000,000	0
	Subtotal of General Fund Changes	0	0	0	0	0
	Subtotal of Other Fund Changes	0	1,000,000	0	1,000,000	0



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 42
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: December 5, 2017

Vote Requirement: Majority

Department or Agency Name(s): Community Development Commission

Staff Name and Phone Number:

Margaret Van Vliet, (707) 565-7505
Jenny Abramson, (707) 565-7548

Supervisorial District(s):

5th

Title: Funding Awards to Address Homelessness in the Lower Russian River Area

Recommended Actions:

Authorize the Executive Director of the Sonoma County Community Development Commission to execute six separate Funding Agreements with the agencies recommended for funding by the Lower Russian River Homeless Task Force. The combined awards will total no more than \$750,000 and each agreement will be for a term of 18 months, from January 2018 to June 2019.

Executive Summary:

The Sonoma County Board of Supervisors appropriated \$750,000 of Reinvestment and Revitalization Funds in FY 2017-18 to address homelessness in the Lower Russian River area. Sixteen stakeholders were convened on August 23rd, 2017 to form a Task Force that would be responsible for determining how the funding would be spent. The group discussed how to best approach the design of a Request for Proposals to solicit an organization (or multiple organizations) that could implement a strategy to reduce homelessness and its impacts in the region. A Request for Proposals was subsequently released, and a subgroup of impartial Task Force members selected six projects that would best support housing placements and mitigate the effects of homelessness. The selected projects are attached.

Approval of this item will authorize the Executive Director of the Sonoma County Community Development Commission to enter into funding agreements with the agencies recommended for funding, for a total of \$749,122.

Discussion:

The 2016 Homeless Count illuminated that while homelessness was decreasing Countywide, the number of incidences of homelessness in the unincorporated West County had increased by 20%, mostly in the Lower Russian River area. Previous attempts to site a homeless shelter and day services center had been unsuccessful. Meanwhile, the Board and Community Development Commission recognized that a Housing First approach was a more strategic response to the needs of the region.

The Sonoma County Board of Supervisors appropriated \$750,000 in County Reinvestment and Revitalization funds in the FY 2017-18 budget process to respond to people experiencing homelessness in the Lower Russian River area. On August 23, 2017, Fifth District Supervisor Lynda Hopkins convened sixteen local stakeholders and community members as the Lower Russian River Homeless Task Force to guide decisions about how to spend the \$750,000. The Task Force had representation from the human service, health, business, environmental, public safety, education, and recreation sectors, and broadly represented the diversity of views about homelessness and its impacts in the lower Russian River Area. The session was facilitated by Dr. B.J. Bischoff, who prepared the attached summary report of the meeting on August 25th 2017.

The Task Force agreed on the goals, priorities and general criteria that should be used to expend the new funds, and reached consensus that the major objective for the use of the funds is to place fifty (50) people (approximately 20% of the 2017 number) into stable housing by January 2019. Criteria included the project’s alignment to Housing First principles, coordination with other agencies, and the degree to which an organization could leverage its funding. No less than \$500,000 was to be used for housing-specific activities while the other \$250,000 was available for other community concerns such as public safety, tourism and environmental issues.

A Request for Proposals was released on September 8th, 2017. Nine proposals were submitted by the October 23rd deadline with requests totaling \$1,652,719. The proposals were reviewed by five volunteers from the community Task Force who then convened on October 30th at the Community Development Commission to discuss their evaluations and find consensus. The panelists reached the decision to fully or partially fund six of the nine organizations that had submitted applications. Details on the submissions and the summary of results are attached.

Table 1. Russian River RFP Review Panel Recommended Allocations.

Organization	Contact	Amount Requested	Amount Recommended
Coaction Institute	Dory Escobar	\$ 271,839.00	\$ -
Patrick McCaffrey Foundation	Marcy Cooper	\$ 388,573.00	\$ 300,000.00
Restorative Resources	Todd Harper	\$ 102,600.00	\$ -
Russian River Alliance	Jeniffer Wertz	\$ 50,000.00	\$ 50,000.00
Russian River Area Resources and Advocates	Jacob Rich	\$ 41,397.00	\$ 20,000.00
Russian River Chamber of Commerce	Debra Johnson	\$ 88,000.00	\$ -
Russian Riverkeeper	Don McEnhill	\$ 210,143.00	\$ 100,000.00
Social Advocates for Youth	Sally Walker	\$ 58,076.51	\$ 58,076.52
West County Community Services	Tim Miller	\$ 442,090.00	\$ 221,045.00
Total		\$ 1,652,718.51	\$ 749,121.52

Prior Board Actions:			
06/15/17: Board adopts FY 2017-18 budget including \$750,000 in Reinvestment and Revitalization funds dedicated to the Lower Russian River Area to be used to ameliorate the homeless crisis.			
11/03/15: Board accepts the Lower Russian River Homeless Services Report, and directed staff to proceed with finalizing feasibility due diligence tasks on one or more potential homeless facility locations and return for approval of a lease or purchase agreement.			
Strategic Plan Alignment		Goal 1: Safe, Healthy, and Caring Community	
Fiscal Summary			
Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses	\$750,000		
Additional Appropriation Requested	0		
Total Expenditures	\$750,000		
Funding Sources			
General Fund/WA GF	\$750,000		
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources	\$750,000		
Narrative Explanation of Fiscal Impacts:			
The Sonoma County Board of Supervisors approved appropriations of \$750,000 in the FY 2017-18 Budget, therefore no additional appropriations are required for 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:
1. Summary Report on the Lower Russian River Homeless Task Force Meeting, August 25, 2017. 2. Synopsis of Applicant Proposals and Review Panel Decision
Related Items "On File" with the Clerk of the Board:

**Lower Russian River Homeless Task Force
Task Force Meeting**

Wednesday, August 23, 2017 8 am-1 pm

Location: Westside Water Education Center, 9703 Wohler Road, Healdsburg, CA

Convener: Sonoma County 5th District Supervisor Lynda Hopkins

Meeting Facilitator/Summary Report Author:

B.J. Bischoff, Bischoff Consulting, Sonoma, CA, bjbischoff@bjbischoff.com

Meeting Summary Report, Prepared August 25, 2017

Meeting Purpose: *Develop key components for a Request for Indications of Interest (RFI) to solicit quality short-term strategies to alleviate the crisis of homelessness in the Lower Russian River area, resulting in a 25% reduction in the number of unsheltered people in the River area by January 2019. A total of \$750,000 is currently available to be awarded, with no less than \$500,000 of the total to be used for housing-specific activities or activities that move homeless people closer to being housed and the remainder to be used to address other community impacts such as law enforcement, tourism, environment, etc.*

Stakeholder Group Participants		
Name	Organization/Community Affiliation	Role/Title
Chris Brokate	Clean River Alliance	Executive Director
Mario Torrigino	Friends and Residents of Guerneville	Community Leader
Robin Johnson	Guerneville 5&10	Business Owner
Mark Emmett	Guerneville Community Alliance	Community Leader
Dana Pedersen	Guerneville School District	Superintendent
Steve Baxman	Monte Rio Fire Protection District	Fire Chief
Jean Marquardt	Monte Rio Recreation and Park District	Events Coordinator
Kyla Brooke	Onsite Wastewater Treatment System Group	Community Leader
Debra Johnson	Russian River Chamber of Commerce	President
Rob Cassady	Russian River Fire District	Captain
Herman J. Hernandez	Russian River Recreation & Parks District	Board Member
Rod Stroud	Sonoma County Department of Health Services	Assistant Director of Health Services
Karen Fies	Sonoma County Human Services Department	Director
John Molinari	Sonoma County Sheriff's Office.	Sheriff's Lieutenant
Tim Miller	West County Community Services	Executive Director
Jed Heibel	West County Health Centers	Program Manager

Sonoma County Community Development Commission Staff Support		
Name	Organization Affiliation	Organization Role/Title
Margaret Van Vliet	Community Development Commission	Executive Director
Jim Leddy	Community Development Commission	Special Projects Director
Holly Trujillo	Community Development Commission	Senior Community Development Specialist

Community Guests in Attendance	
Name	Community Sector
Marcy Cooper	Friends & Residents/General Community
Alex Goodman	Friends & Residents/General Community
Lois Lebovich	Friends & Residents/General Community
Vesta Copestakes	Media
Dan Fein	Public Safety
Jay Foxworthy	Public Safety
Max Ming	Public Safety
Susan Upchurch	Sonoma County Government

Participants' identification of the impacts of homelessness and future vision

Health Sector	
Impacts of homelessness	Future vision for 2019
Impacts all aspects of the community--our clients, businesses, and all residents	Homelessness would be reduced as a result of the collaborative efforts of all members of the community working together. The homeless would have access to behavioral health services.
Treatment planning; Medication compliance; Re-occurring trauma; Difficulty in care plan compliance	The most compromised and at-risk are in supportive housing; Those still homeless have resources they need locally.

Business Sector	
Impacts of homelessness	Future vision for 2019
Folks without homes tend to hang out in our downtown business area, some displaying poor behavior, which impacts business and tourism.	We have a local service center with showers and a place for folks to hang out; We have housed 30% of our homeless population.
Having to clean up trash and human waste in front of our door so we can open up; Customers expressing concern for safety issues; Never quite know which park to suggest for customers to visit when they ask	Reduction of homeless population by 50%; No camping in non-camping grounds; Plaza is utilized by all; No day camping during the day in front of liquor stores

Environment Sector	
Impacts of homelessness	Future vision for 2019
The amount of trash left behind by some homeless pollute our waterways.	There is affordable housing and year-round safe places for people waiting for housing.
Water and land are being impacted, as are people and business. There are significant financial consequences and no current solution.	Less impact on and in the river; Working model for continuing to clear solutions

Friends & Residents/General Community Sector	
Impacts of homelessness	Future vision for 2019
Properties and invaded and vandalized; Businesses are ruined because of vagrants' presence	A balance of homelessness and homeless services; A much better place to live
The Guerneville Community Alliance was formed because of homelessness	Reduced numbers of homeless people in the streets and bushes; More police presence; Active effort to get folks into a path for recovery

Education Sector	
Impacts of homelessness	Future vision for 2019
Some of our children suffer because they are homeless; Campus vandalism; Exposure to unsafe behaviors	More housing options; See less encampments; Cleaner town/neighborhoods

Parks & Recreation Sector	
Impacts of homelessness	Future vision for 2019
Health is compromised; Environment and enjoyment of beauty is lost	There is a place for homeless people to go during the day; Effective case management and housing resources; Transitional/supportive housing is available
Fear; Image; Economic impact; Safe downtown; Resources to resolve	There's a center--a place to provide services; Success

Human Services Sector	
Impacts of homelessness	Future vision for 2019
Homelessness impacts all the segments of social services; Finding solutions to homelessness and preventing homelessness strengthens individuals and families in multiple ways.	Individuals and families know what resources are available to them and utilize the resources to improve their situations.
Direct: Many constituents are homeless (Health, economic well-being) Indirect: Quality of life for housed individuals, business impact, safety, environment	Fewer homeless; Organized system to tap into county-wide resources and prepare and place homeless in supportive housing

Public Safety Sector	
Impacts of homelessness	Future vision for 2019
Mounds of garbage; Petty thefts; Public intoxication; Trespass issues	With the addition of the mental health facility of SCSO there will hopefully be a better place for people who offend with mental health issues
Public health/safety; Environmental concerns; Fire damage; Safety of Fire/EMS staff	Fewer homeless on the streets; Less garbage; Less public intoxication
Calls for service; Takes resources away for others	Meet the goals of this Task Force; To give folks a better way of life

Elements to include in the Request for Indications of Interest (RFI)

A. Information about the applicant organization itself and its qualifications to do the work it proposes

1. Name of organization
2. Contact information
3. Type of organization/length of time in existence
4. Tax ID number--if none, identify the fiscal sponsor
5. Lead person and lead staff
6. Number of years in business/providing services
7. Experience in addressing homelessness
8. Organization's annual budget
9. Does the organization have the capacity to leverage funding and/or in-kind resources
10. Demonstrated collaboration with other organizations
11. Proof that they are thinking outside the box
12. 100-word description of their qualifications
13. Requested grant amount
14. Partnerships with other agencies to complement services
15. Ways to measure outcomes and demonstrate accountability
16. Distinguish if the applicant is applying for housing-specific activities or adjunct services
17. Ability to reach the community
18. References
19. Examples of communities served and statistics
20. Demonstrated understanding of the Russian River area
21. Size of budgets of prior projects
22. Does the applicant organization already have qualified personnel or would they need to hire staff?
23. Cost effectiveness and efficiency
24. History of proven success: Looking for the best applicant to demonstrate credibility and win community trust
25. Check complaints against the organization and how they were resolved
26. Established grievance process
27. Declared bankruptcy?
28. Organizations with which they already have relationships
29. List of completed projects and outcomes
30. Number of employees and organizational scope
31. Alignment with mission
32. Services currently provided and clientele served
33. Experience with target group
34. Financial background, funding sources, financial capacity
35. Capacity to collect and report data/software programs used
36. Will the applicant have to hire additional staff?
37. Modality: Approach to drug and alcohol abuse
38. Business location/administrative office
39. Evidence-based services?

B. Personnel who will provide services

1. Work history and experience with the following:
 - i. Social work, but not exclusively homelessness
 - ii. Mental illness, but not exclusively with homeless persons
 - iii. Addiction
 - iv. Homelessness
 - v. Advocacy
 - vi. Familiarity with the Lower Russian River
2. Job descriptions of staff
3. Staff experience
4. Collaborative work with trusted agencies, service providers, law enforcement, housing sources, and community/neighborhood groups
5. Bandwidth of the organization and its physical capability to handle the work
6. Fiscal bandwidth and other funding sources availability--ability to leverage resources
7. Knowledge of existing laws and policies
8. Where staff is located
9. How will resources be created locally?
10. Timeline? Lag time?
11. Data collection experience and experience with Homelessness Management Information System (HMIS)
12. Knowledge of best practices in Sonoma County
13. Awareness of public relations and social media
14. Ability to leverage volunteers and community resources
15. Ability to augment grant through fundraising
16. Readiness to implement
17. Specific plan for the use of funds
18. Ability and method to report back to the community (community liaison)
19. Impartial references for experience and quality of work
20. Who serves on the organization's board?
21. Organizational structure
22. No conflicts of interest

C. Alignment with the County's Safety Net strategies

1. Proposals should check off which of the Participant Level and System-Level outcomes (from the second page of the Safety Net Strategies paper) their proposal will help achieve.(include link to the Safety Net document in RFI)
2. Include link to the CDC's new White Paper in the RFI
3. Strong desire to not create a new set of silos that make it still more confusing for consumers to access help they need. Therefore, proposers should demonstrate a willingness to:
 - Partner with other organizations doing similar work; and
 - Make connections back to entitlement programs run by the county of others, so eligible people gain the benefits (CalFresh, MediCal, SSDI, etc.) to which they are entitled

D. Identification of proposed outcomes and how they will be measured

1. Clarify what is meant by 25% (number of people = 50 who need to be moved into permanent housing)
2. Some kind of simplified work plan or logic model should be required that articulates how and when each outcome will be achieved, and for how many people.
3. Provide timeline and other specifics
4. Proposers need to demonstrate that they actually have the capacity to do the work they propose. Letters of support or even references that speak to past performance of principals or the organization are needed.
5. Proposals need to clearly explain how outcome data will be gathered
6. Might want to consider a modified, or kinder-gentler Performance-Based Contracting model, with some funding provided up front, but most contract payments provided upon achievement of specified outcomes. Would need to employ discretion for the good faith efforts. *This idea was strongly embraced by some of the reviewing groups, but rejected as too strenuous by some individuals that came through.*
7. Would like to be able to evaluate success over medium term, i.e. get information about whether those housed under the initiative remained so after 6, 12, 18 and 24 months.

Subsequent group comments:

- Build in community oversight and accountability, not just oversight by County
- Consider ongoing review by Task Force or a subset of the big group--have quarterly meetings
- Need feedback loops
- Use learning from this to inform future work
- Aim for transparency for the broader community
- *One participant in one group voiced concern that all of this sounded too “heavy-handed;” too complicated; that it was clearly wired for one of the usual providers or a government agency; wouldn’t allow for “out of the box” initiatives or newer groups. This did not seem to be a common view.*
- Most seemed to want to have the process err on the side of more specifics, more depth of experience, and clear accountability for spending the money.
- Big caveat: The housing market in Guerneville and surrounding area is going to make this very hard. Consider impact of vacation rentals, housing in flood zones, nature of housing stock as originally constructed as summer cabins, most of which are now being lived in year-round but weren’t built for that much use.
- Discussion ensued about whether campgrounds could be deployed in some fashion.

Guest observation:

- Wanted more specifics about what outcomes (the 25%?)
- Wanted more focus on alleviating impacts on businesses, environment and public safety goals.

E. Description of specific services to be provided--how, when, where, how many?

1. Check if applying for housing-specific activities or other support services or both and specify in the RFI which questions applicants need to complete based on what they are applying to do
2. Specify what services will be provided and deliverables; Actions, timelines, outcomes
3. Triage needs--identify assessment tools and process to determine client needs
4. Outreach methods to homeless
5. Case management strategy/ratio of the number of case managers to number of homeless people/frequency of case managers' interactions with each homeless person
6. Specify outputs quantities: Number of clients served, geographic areas served, number of people housed
7. Define types of housing that people will go to--scattered sites, congregate living, etc.
8. Describe the specific population to be served: Does the applicant serve the highest need people or those most likely to succeed? How long have the people being served lived in the Lower Russian River area as residents?
9. How will the applicant organization make referrals?
10. Identify opportunities to expedite the process of generating housing (i.e. waived permitting fees, expedited planning process, streamlined Section 8 paperwork, ways to support landlords who rent to homeless, etc.)
11. Describe the proposed support team
12. How will the applicant establish a presence in our community?
13. Describe supportive services to be provided after people are housed
14. Describe how people will be prepared for moving into housing
15. Proposed activities could include places for people to congregate/service, hygiene services, support services for first responders, signage, security, transportation, etc.
16. How the applicant will work collaboratively with the county and coordinate with existing agencies
17. Describe how clients will have input into their own plan to move out of homelessness--self-directed
18. Tracking and evaluation data must be part of the service plan
19. Describe how the applicant can serve the next 50 people
20. Description of how the applicant will work with other organizations funded through the \$750,000

F. Project budget

1. Make it simple/understandable
2. Provide a simple template
3. Specify housing (\$500,000) versus services (\$250,000)
4. Clarify in the RFI that a vendor doesn't have to submit a proposal for the full \$750,000 and that it can apply for any amount up to the \$750,000
5. Staffing/administration
6. Location/cost
7. Housing type
8. Specify 50 people served
9. Logistics
10. Services to be provided beyond the targeted 50

11. Transportation/transportation to services
12. Coordination
13. Emergency plan services
14. Detailed information
15. Audit (past and future)
16. Start-up/Operations
17. Cost per outcome
18. Leverage matching funds in the narrative
19. Limit administrative percentage--explain administrative percentage
20. Incentive to succeed
21. Systems/data
22. Financial accounting transparency
23. Public report back to the community
24. Strategic program continuity
25. Match (specific)

G. Project sustainability beyond the grant period

1. Successful funding model from similar communities
2. Identify funding sources
3. Statistics/results and community value
4. Detailed fundraising plan
5. Knowledge of funding sources and how to apply for funding
6. History/success of grant writing
7. Pilot to transition
8. Proof of relationships
9. Future community involvement
10. Business model
11. 5, 10, 15 year focus
12. Future adaptation

Project priorities

Priority criteria that CDC staff and the Task Force will consider in selecting proposed solutions:

1. Demonstrate strong likelihood that the proposed solution will result in a 25% reduction in the number of unsheltered homeless people in the River area by January 2019
2. Focus on *Housing First*, supplemented by immediately providing supervision and intensive services
3. Experience in doing the proposed work (show proof through statistics and results)
4. Proposed solution is evidence-based and has been conducted in a similar geographic area
5. References
6. Demonstrated history of collaboration
7. Clarify that housing for homeless means permanent housing
8. No major environmental impact/address flood zone
9. Case management included in the approach
10. Vendor has the ability to pull in additional funding to augment current budget
11. Proposed solution does not duplicate existing resources invested by the county

12. Vendor does not have to be domiciled in the Lower Russian River area but should have a presence in our community
13. Most core services should be provided in the Lower Russian River area without requiring homeless persons to have to travel to Santa Rosa or elsewhere
14. Vendor shows how after it serves the first 50 homeless people it will served the next 50 people
15. Has an organized volunteer program to support the proposed solution
16. Solution will result in systemic change
17. Solution is realistic
18. Project budget is significant enough to make an impact (Task Force wants to be cautious about proposals with dollar amounts that are too small to really make an impact)
19. Proposing organization is ready to initiate the project on day one as indicated in its proposed timeline

Proposed timeline for distributing the \$750,000 in funding

1. **September 8, 2017:** Release of RFI for \$750,000 in funding over 18 months
2. **September 25, 2017:** Pre-submission conference (non-mandatory) conducted by CDC staff in the Lower Russian River area (call-in option available)
3. **September 27, 2017:** Deadline for written questions to be sent to CDC staff
4. **October 2, 2017:** Deadline for responses to questions from CDC staff
5. **October 9, 2017:** Deadline for RFI submissions
6. **October 23, 2017:** Proposal review by CDC staff and 2-3 member Task Force Selection Team completed
7. **November 3, 2017:** CDC and Task Force Selection Team present recommendations to Task Force (un-conflicted members only) for discussion and Task Force's decision (Task Force members with no significant conflict of interest self identify any connections to vendors being recommended for funding)
8. **November 20, 2017:** CDC staff prepares agenda item for Board of Supervisors decision
9. **December 5, 2017** (Member of Task Force has important conflict with December 12 Board of Supervisors meeting): Board of Supervisors make decision about RFI respondents
10. **January 1, 2018:** Contract with respondent(s) executed and contractor's work begins
11. **April 1, 2018:** Quarterly Task Force meeting (selected vendors present progress and plans)
12. **July 2, 2018:** First interim report due (addresses project progress and funding sustainability)
13. **July 2, 2018:** Task Force meets/selected vendors present progress and plans
14. **October 2, 2018:** Quarterly Task Force meeting (selected vendors present progress and plans)
15. **January 4, 2019:** Second interim report due (addresses project progress and funding sustainability)
16. **January 4, 2019:** Quarterly Task Force meeting (selected vendors present progress and plans)
17. **February 1, 2019:** CDC works with Task Force and Supervisor Hopkins to request additional funding, as needed
18. **April 1, 2019:** Quarterly Task Force meeting (selected vendors present progress and plans)
19. **June 30, 2019:** Contracts end
20. **July 2, 2019:** Quarterly Task Force meeting (selected vendors present progress and plans)
21. **July 31, 2019:** Final report due from contractors

Roles and responsibilities of the Task Force and key decisions

*The key to our community's success will be this group's **commitment to shared ownership** of successes and failures. Task Force members represent a constituency and/or a core perspective and will take responsibility for **helping to communicate** agreements and outcomes back to those constituencies and the broader public.*

The Task Force has the following roles and responsibilities:

1. Has the ability to determine how funds will be expended, subject to Board of Supervisors final approval and core requirements
2. Works collaboratively with the Community Development Commission to make recommendations for which organizations will receive the \$750,000 in funding
3. Designates 2-3 representatives of the group to serve on a Selection Team to help CDC staff identify funding recommendations to present to the whole Task Force
4. Designates 2-3 representatives of the group to formally recommend solutions to the Board of Supervisors at a Board of Supervisors meeting; Task Force members who are not making the formal presentation are encouraged to attend that Board of Supervisors meeting
5. Task Force members encourage eligible applicants to respond to the RFI; Share the RFI with constituents
6. If possible, Task Force members attend pre-submission conference
7. Task Force members participate in quarterly meetings throughout the duration of the \$750,000 in executed contracts.

Key conflict of interest decisions made by the Task Force:

Decision: Task Force members who are employed by, contracted by, or serve in a voluntary leadership capacity with an applicant that applies for funding are not allowed to review RFIs or provide input into the selection process.

Decision: Task Force members representing applicants that the Task Force recommends for funding are not allowed to make the formal presentation of the Task Force's recommendations to the Board of Supervisors. However, they are encouraged to be present at the Board of Supervisors meeting and make public comment, as appropriate.

Proposed Values/Guiding Principles for how Sonoma County officials will work with the Task Force

1. The County respects the wisdom and capacity that exist within the community; County government cannot impose its solutions on the community and understands that it will take time to resolve the issues facing the community.
2. Collaboration is valued and this means shared responsibility, shared ownership, shared investment, and shared learning.

3. We take a humanitarian and realistic approach to creating solutions for the homeless crisis.
 - a. We recognize the limitations of law enforcement, even while acknowledging that criminal activity should not be tolerated.
 - b. Likewise, we recognize the serious environmental impacts created by the large number of homeless people camping in the river area and solutions that also address river clean-up will be considered.
4. Two-way accountability and transparency are imperative for use of public funds:
 - a. Organizations using public funds must demonstrate baseline capacity to deliver results and provide metrics, or partner with established groups with such capacity.
 - b. Existing programmatic investments by County and others should be leveraged to the greatest extent possible.
 - c. Some promising but untested concepts could be considered, at the discretion of the group and ultimately the Board.
5. Though the current effort surrounds a specific funding allocation, to the greatest extent possible, what's created through the process should be a replicable model for problem-solving and addressing county-wide challenges, while at the same time recognizing that each community in the county is unique and that just because a solution works in one part of the county doesn't mean it will work in all parts of the county.

Additional comments

- Acceptable permanent housing is defined as somewhere any member of the Task Force could live (that means no tents and has to have plumbing)
- CDC will establish a separate section on its website to post Task Force-related documents
- Although we recognize it isn't a perfect measure, we will use the 2017 Point in Time Homeless Count of approximately 200 people as our baseline (the report's numbers match the number of homeless individuals served by West County Health Services)
- What can be done to support landlords who provide rental housing for homeless people?
- What can be done if homeless people refuse services?
- Can the CDC provide data on housing that is currently being provided for homeless residents throughout Sonoma County?
- We need to ensure that we are serving the entire Lower Russian River area and not just Guerneville
- We need to find ways to leverage this \$750,000 to continue addressing homelessness in the Lower Russian River over time

Lower Russian River Homeless Housing and Services Review Panel Decision Summary

October 30th, 2017

Panelists

Rob Cassady, *Captain, Russian River Fire Protection District*
Kathy Halloran, *Sonoma County Department of Human Services*
Herman G. Hernandez, *Zephyr Real Estate Russian River*
Dana Pedersen, *Superintendent, Guerneville Elementary School*
Mario Torrigino, *Friends and Residents of Guerneville*

Jed Heibel (West County Health Services) and Robin Johnson (Volunteer with Clean River Alliance) removed themselves from the panel due to conflicts of interest once the applicants were made known.

Evaluation

General Points

In light of the significant destruction of residential units caused by the fires in October 2017, the panel viewed funding decisions through the lens of which proposals had the greatest opportunity to bolster the housing supply. The panel's decision not to fund certain proposals or to provide less than what was asked was not based on lack of merit of the application, but rather the recognition that housing needs to be prioritized and other projects might be better able to acquire their sought funding elsewhere or at a later time.

Coaction Institute – No Funding

Project Synopsis: The Coaction Institute requested \$271,839 to provide comprehensive integrated case management for 50 of the most vulnerable homeless individuals and includes a comprehensive evaluation component to track results. The project engages service providers and community leaders to form a Project Steering Committee and guide the process.

Panel Decision: The proposal provided good research for the program's theory of change but panelists were not convinced that it was proposing something different from existing data management systems (HMIS) and case management services that are already available.

Patrick McCaffrey Foundation – \$300,000

Project Synopsis: The applicant requested \$388,573 to form a Care Team which would conduct street-outreach, help operate 211 and provide a warm hand-off of individuals to emergency or urgent service providers. The plan proposes to stabilize individuals in shelters and housing while taking on transporting people experiencing homelessness to the emergency services they need. Program participants would be trained to construct 20 ultralight tiny homes. The project would

also establish a revolving loan fund and provide a part-time Sheriff.

Panel Decision: The Patrick McCaffrey proposal stood out as nuanced and best adhered to the principles of Housing First. The Tiny House plan provides a direct strategy for creating housing for homeless. Furthermore, the transportation component would reduce the strain on ambulance and other emergency services, which is a critical concern. The pilot of this model has been successful in Petaluma. The proposal is not receiving the full amount requested because the panel felt that the half-time Community Sheriff component was a redundancy given the recent addition of a new Deputy assigned to the Lower Russian River.

Restorative Resources – No Funding

Proposal Synopsis: The focus of this proposal is restorative conferencing and education. The “Restorative community circles” involve groups of individuals, including those experiencing homelessness, coming together to discuss and explore their needs and wider community issues. Expected outcomes were improved health and well-being and reduced recidivism.

Panel Decision: Panelists liked the idea, but did not feel it was an immediate need or appropriate use for this particular round of funding. The model had not been tested on a population similar to that targeted by the Request for Proposals nor was there a great deal of information on the effectiveness of the program in achieving the desired outcomes.

Russian River Alliance - \$50,000

Project Synopsis: This proposal establishes a \$50,000 per year fiscal emergency relief fund for struggling hospitality and service industry workers in the Lower Russian River in order to prevent future homelessness.

Panel Decision: This proposal takes a different approach by looking at homeless prevention and promoting housing security for hospitality workers. The Panel appreciated the nuanced preventative approach and decided to award the full funding request.

Russian River Area Resources and Advocates (RRARA) - \$20,000

Project Synopsis: The Russian River Area Resources and Advocates (RRARA) group represents 29 nonprofit, government, businesses, civic groups and individuals who work together to address local concerns. The proposal asked for \$41,397 to hire a half-time coordinator to continue bringing together the resources of these group to increase access to affordable, safe and healthy housing in the lower Russian River.

Panel Decision: Panelists agreed that this proposal had merit, but weren't sure of the need to spend \$41K on the half-time RRARA coordinator, especially since there is already funding for this position from the school district. Furthermore, this isn't a direct housing service, though it facilitates discussion around housing issues.

Russian River Chamber of Commerce – No Funding

Project Synopsis: This proposal asks for \$88,000 to provide year-round security coverage from a private security firm, 7 days a week for 8 hours a day.

Panel Decision: The panel determined that with the addition of an extra deputy already being assigned to the Lower Russian River area, hiring a private security firm was a duplicate effort. This may be a good investment at a later time or from a different source of funding as that becomes available.

Russian Riverkeeper/Clean River Alliance - \$100,000

Project Synopsis: Chris Brokate formed the Clean River Alliance as a volunteer group to pick up garbage and debris around the Russian River area. In this process the Thursday Clean Camp and Environmental Education Program was created which encouraged those living in homeless encampments to keep waste and trash out of the river.

Panel Decision: The Panelists agreed that expanding the work of the Clean River Alliance to promote clean camping and mitigate the effects of existing encampments is a critical service and warranted support. The funding request was cut, however, for two primary reasons:

1. The panel felt that the budgeted allotment for salary was too high.
2. The panel wanted to prioritize projects which provided direct housing services.

Social Advocates for Youth - \$58,076.52

Project Synopsis: This proposal requests \$58,076.52 to expand street outreach in the Lower Russian River targeting individuals aged 18-24 experiencing homelessness and placing them into stable housing using their existing facilities, Rapid Re-housing, supportive case management, human services and rent and deposit assistance.

Panel Decision: The panel agreed that SAY could produce significant outcomes with the relatively small amount of money requested.

West County Community Services - \$221,045

Project Synopsis: WCCS requested \$442,090 to recruit landlords to rent to individuals and families experiencing homelessness, provide rent and move-in assistance and case management services as part of their Rapid Re-Housing program.

Panel Decision: The panel's decision to reduce the amount asked for by WCCS was based on two primary reasons:

1. \$250,000 has already been committed to WCCS for Rapid Re-housing for Fiscal Year 17/18.
2. The proposal seeks to site and locate housing in a very tight market with limited viable sites.



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 43
(This Section for use by Clerk of the Board Only.)

To: Board of Commissioners and Board of Supervisors

Board Agenda Date: December 12, 2017

Vote Requirement: Majority

Department or Agency Name(s): Sonoma County Community Development Commission

Staff Name and Phone Number:

Shirlee Zane, 565-2431
Margaret Van Vliet, 565-7504

Supervisorial District(s):

All

Title: Temporary Overnight Winter Shelter Program

Recommended Actions:

- 1) Authorize the Executive Director of the Community Development Commission to execute on behalf of the County of Sonoma a License Agreement with the California Military Department for the use of the Santa Rosa National Guard Armory as a temporary overnight homeless shelter.
- 2) Authorize the Executive Director of the Community Development Commission to execute an Agreement with St. Vincent De Paul –Sonoma to operate a temporary overnight homeless shelter.

Executive Summary:

This item seeks authorization for the Executive Director of the Community Development Commission (Commission) to execute agreements necessary to utilize the Santa Rosa National Guard Armory as a temporary overnight homeless shelter. Recognizing the need to provide additional winter shelter for those experiencing homeless following the Sonoma Complex Fire, Supervisor Zane and St. Vincent De Paul – Sonoma have negotiated a deal with the California Military Department to utilize the National Guard Armory in Santa Rosa as a temporary overnight homeless shelter.

Discussion:

Numerous people who were precariously housed and/or homeless were displaced by the Sonoma Complex Fire emergency. Many were temporarily sheltered following the fire, but were again displaced once the American Red Cross determined its shelter mission related to the fire was complete. Many of the displaced are ineligible for FEMA benefits, further Red Cross support, or any forms of fire relief funds. While the Commission has taken additional emergency action to expand the capacity of winter shelters for the coming winter, only two of the winter shelter operators indicated they were able to open before the normal December 1 seasonal shelter opening date.

Recognizing additional measures were necessary to get as many people as possible out of the cold during the winter nights, St. Vincent De Paul and Supervisor Zane reached out to the Governor's Office regarding the use of the Armory and the St. Vincent De Paul – Sonoma Board of Directors have agreed to cover the operational costs of the shelter. Pursuant to California law, the State Military Department is only permitted to license the use of the armory to a city or county government, therefore the execution of the license agreement by Sonoma County is necessary to enable the shelter operations to begin.

The use of the Armory as a winter shelter has previously presented challenges and the system of care (strictly an overnight winter shelter) is not consistent with the Housing First and supportive service model the County supports. However, given the unique and unexpected nature of the fires and the willingness of St. Vincent De Paul to provide assistance, the County could consider executing the necessary agreements to use the Armory as a shelter, providing approximately 80 additional winter night shelter beds in the County.

License Agreement and Operator Agreement

Two agreements are necessary to enable the Armory to be used as a temporary winter shelter. The first is a License Agreement with the California Military Department. The second is an Operator Agreement with St. Vincent De Paul. Given the expedited nature of this request, the Commission is including example agreements used by Santa Clara County. The Military Department has indicated the agreement we execute will be identical and all of the provisions will be passed on to St. Vincent De Paul as the operator. Highlights of the provisions include:

- Dates of operation may not extend beyond April
- Hours of operation are limited to 6:00 p.m. to 8:00 a.m.
- Premises are not available during drill periods
- The use fee is \$540 for each 14 hour period
- Insurance coverage of \$2,000,0000 and hold harmless indemnification
- A security guard must be present during hours of use

Also included is an example of the operator agreement used by Santa Clara County. Similar to Santa Clara County, all of the provisions required by the License Agreement will be passed on to St. Vincent De Paul, including all the insurance requirements, coverage of any damage costs, and rental payments made directly to the state. St. Vincent De Paul has also created an Operational Plan that provides the details related to the delivery of the shelter services, which is included as Attachment C. The Commission will ensure both agreements are properly executed before commencing use the Armory.

Prior Board Actions:

12/5/17 – Board approves funding to open COTS and SAY winter shelters early to accommodate fire victims.

11/7/17 – City of Santa Rosa and Board of Supervisors establish an ad hoc committee to explore a more effective system of care with the goal of ending homelessness.

8/22/17 – Board receives Homeless Policy Workshop study session.

6/15/17 – Board adopts County of Sonoma FY 2017-18 budget, including \$80,000 for the 2018 Homeless Count, \$100,000 for Samuel Jones Hall operations, \$65,000 for Samuel Jones Hall winter shelter

operations, \$90,000 for rapid re-housing assistance to participants in the City of Santa Rosa's Encampment Pilot Project.

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

Fiscal Summary

Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures	0	0	
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources	0	0	0

Narrative Explanation of Fiscal Impacts:

There are no fiscal impacts associated with these agreements as St. Vincent De Paul has agreed to cover all costs associated with operation of the shelter.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

Attachments:

- A – Example License Agreement
- B – Example Operator Agreement
- C – St. Vincent De Paul Operational Plan

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

COUNTY OF SANTA CLARA – AMENDMENT TO SERVICE AGREEMENT

This is an amendment to an existing Agreement

Purchase Order Number:	various	Amendment Number:	2	Effective Date (Will be the date executed by Authorized County Representative):	August 29, 2017
Maximum Financial Obligation (Prior to this Amendment):	\$ 6,006,990	Amended Maximum Financial Obligation (If dollar amount is changing):	\$ 10,508,602		
Current Agreement End Date:	06/30/2021	New Agreement End Date:	06/30/2021		

For County Use Only – SAP

	Account Assignment	Plant Number	General Ledger (Expense Code)	Cost Center (Dept Code)	Amount	WBS (Capital Project Code)	Internal Order ("PCA" code – optional)
Line 1	H	0168	5307200	1421	\$1,125,403	FY18 Services	
Line 2	H	0168	5307200	1421	\$1,125,403	FY19 Services	
Line 3	H	0168	5307200	1421	\$1,125,403	FY20 Services	
Line 4	H	0168	5307200	1421	\$1,125,403	FY21 Services	
Line 5	Select...						

Approved: 08/29/2017

Parties to Agreement

Legal notices and invoices pertaining to this Agreement shall be sent to the appropriate contact person listed below. Notices shall be in writing and served either by personal delivery or sent by certified or registered mail, postage prepaid, addressed as follows. Notice shall be deemed effective on the date that the notice is personally delivered or, if mailed, three (3) days after deposit in the mail. Either party may designate a different person and/or address for the receipt of notices by sending written notice to the other party, which shall not require an amendment to this Agreement.

Contractor

Contractor Name (As Displayed In SAP):	HomeFirst Services of Santa Clara County
Contact Person:	Andrea Urton
Street Address *:	507 Valley Way
City, State, Zip *:	Milpitas, CA 95035
Telephone Number *:	408-396-2360
Email Address *:	aurton@homefirstscc.org
SCC Vendor Number (As Assigned In SAP):	1003558

* To be completed for Independent Contractors Only – DO NOT COMPLETE FOR DEPENDENT CONTRACTORS

COUNTY OF SANTA CLARA - AMENDMENT TO SERVICE AGREEMENT

This is an amendment to an existing Agreement

County of Santa Clara

Agency / Department: Office of Supportive Housing Department Number: 0168

Program Manager or Contract Monitor Name: Michelle Covert

Street Address: 3180 Newberry Drive, Suite 150

City, State, Zip: San Jose, CA 951118

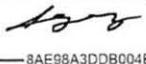
Telephone Number: 408-793-0550

Fiscal Contact (Accounts Payable Contact): Neena Batallones

Contract Preparer: Michelle Covert

Signatures

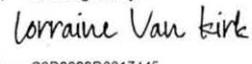
Amendment is not valid until signed by Contractor and the County Authorized Representative. The Agreement as amended constitutes the entire agreement of the parties concerning the subject matter herein and supersedes all prior oral and written agreements, representations and understandings concerning such subject matter. By signing below, signatory warrants and represents that he/she executed this Amendment in his/her authorized capacity, that he/she has the authority to bind the entity listed below to contractual obligations and that by his/her signature on this Amendment, the entity on behalf of which he/she acted, executed this Amendment.

Agency/Department Manager:  Date: 8/22/2017

Agency/Department Fiscal Officer:  Date: 8/22/2017

Contractor: **DAVE CORTESE**  Date: 8/21/2017

PRESIDENT BOARD OF SUPERVISORS  Date: AUG 29 2017

County Counsel:  Date: 8/22/2017

(Signature required when the Standard Provisions language (Section VI) is revised, or for IT Services pursuant to Board Policy 5.3.5.2 (4), or for Board approved contracts, or for contracts with Board delegated authority to agencies/departments.)

Please note: Attachments and exhibits that include additional terms and conditions, conflict with County standard provisions, or require risk assessment must be approved by County Counsel.

Office of the County Executive: Date:

(Signature required when Board approved contract by a Delegation of Authority)

Attest Clerk of the Board:  Date: AUG 29 2017

COUNTY OF SANTA CLARA – AMENDMENT TO SERVICE AGREEMENT
This is an amendment to an existing agreement

Reason(s) for Amending the Service Agreement

Amend Term of Agreement

Or see Attachment _____ as incorporated by this reference

Amend Contract Specifics

Note: A new Agreement should be created if the Scope of Services is significantly modified or expanded.

In addition to expanding services during the next four winters for an additional 58 days at the Gilroy Armory and the County Winter Shelter in Sunnyvale, the contractor will be operating a new winter shelter as a pilot project at the Trinity United Methodist Church, located at 748 Mercy Street, Mountain View, CA 094040. This shelter will house 10 households per night (up to 50 people), providing them services, hot meals, case management and employment assistance. There will be two sleep areas: for families and single women. The households will be identified through the outreach activities conducted by Community Services Agency of Mountain View, North County cities, government agencies, and community-based organizations. All beds will be reserved from the end of November to the end of March developed in collaboration with staff from Trinity United Methodist Church, other service providers and the County Office of Supportive Housing.

Or see Attachment _____ as incorporated by this reference

Amend Maximum Financial Obligation

A.	Maximum Financial Obligation prior to this Amendment: (Same as on page 1)	\$ 6,006,990
B.	Amount of increase or decrease: (Explain below)	\$ 4,501,612
C.	Revised Maximum Financial Obligation: (A +/- B will equal C)	\$ 10,508,602

Explanation of increase / decrease (include new payment terms if applicable):

The maximum financial obligation (MFO) represents an annual increase \$1,125,403 for term of contract. Please refer to Attachment A for an explanation of this request. The increase is needed to pay for the additional shelter staff and services that the Contractor will deliver: (1) at a new Cold Weather Shelter Program site, located at the Trinity United Methodist Church in Mountain View,(2) at the County Winter Shelter in Sunnyvale to an additional 50 individuals; and (3) at the the Gilroy Armory and the County Winter Shelter during an expanded Cold Weather Shelter Program season. This expansion will consist of adding 58 days, so that those two shelters will open annually on October 15th and close annually on April 15th.

Or see Attachment ^A_____ as incorporated by this reference

COUNTY OF SANTA CLARA – AMENDMENT TO SERVICE AGREEMENT
This is an amendment to an existing agreement

Amend Standard Provisions

Or see Attachment _____ as incorporated by this reference
Or Section VI. Standard Provisions is replaced in its entirety by Attachment _____

Other (please explain below)

Or see Attachment _____ as incorporated by this reference

Contract History

Total financial obligation from prior fiscal year(s):	\$ 6,006,990
Financial obligation in current fiscal year:	\$ 4,501,612
Cumulative total of all agreements with this Contractor within Budget Unit for same type of services (including this amendment):	\$ 10,508,602

Insurance

Insurance does not require changes

Insurance Exhibit is replaced by Exhibit B _____ attached and incorporated by this reference.

Attachment A: Contract Specifics
HomeFirst - Cold Weather Shelter Program

SECTION V: CONTRACT SPECIFICS

1) Service Description and Expected Outcomes

Contractor shall provide services to support the County's efforts to meet the needs of unsheltered homeless individuals during the Cold Weather Season, which lasts for approximately 180 days each fiscal year. Planning and coordination activities can occur before and after the Cold Weather Season. Contractor shall implement three (3) programs.

- a) **Program #1: Hamlin Court.** The first program shall be located at 999 Hamlin Court, Sunnyvale, located near the corner of Mathilda Avenue and Ross, Sunnyvale, CA 94086. For this program, Contractor shall:
- i) Provide 125 emergency shelter beds for unsheltered single adults and persons in families. The target population will include unsheltered homeless persons coming from the North County and West Valley areas. Persons will be identified through the Contractor's outreach activities, North County and West Valley cities, government agencies, and community-based organizations, including the Emergency Assistance Network (EAN) agencies.
 - ii) Work with the County to develop and implement an efficient referral process with cities and agencies so that the program prioritizes unsheltered homeless persons and minimizes barriers to shelter access. All clients will be able to stay for the 120-day CWSP period, provided that they adhere to the program rules.
 - iii) Provide nightly emergency shelter services for the homeless in a drug and alcohol-free environment that will include:
 - 1) Nightly sleeping accommodations, nightly dinner, showers and restrooms, continental breakfast;
 - 2) Assessing the behavior of the guests to determine compatibility with the program. Being under the influence of alcohol and/or drugs and any form of disruptive behavior may cause the site manager to disqualify guests from program services; and
 - 3) Supportive services to assist program participants in addressing their barriers to obtaining housing.
 - iv) Establish program policies and procedures and implement the Operational Plan. This plan, developed in collaboration with representatives of the surrounding businesses, local community based organizations and County staff and approved annually before the Cold Weather Season by Office of Supportive Housing (OSH), includes the following: program staffing, staff duties/responsibilities, client referral process, client services, security plans, good neighbor policy, outreach activity, grievance process, and the shelter transportation plan.
 - v) Provide a shuttle service for the clientele to and from the shelter according to a predetermined (and flexible) shuttle plan that involves coordination with North

Attachment A: Contract Specifics
HomeFirst - Cold Weather Shelter Program

- County and West Valley cities, local businesses, government agencies and community-based organizations, including the EAN agencies.
- vi) Provide for the daily set-up and clean-up of the site, including the set-up and takedown of the mats, the set-up and clean-up of the kitchen and dining areas which includes the provision of Contractor's own kitchenware and equipment, the purchasing and stocking of supplies (e.g., paper products, food and kitchen supplies, cleaning supplies, etc.), and the cleaning and maintenance of the shower and bathroom facilities, as well as the sleeping area.
 - vii) Provide janitorial services for the shelter site and provide OSH with a copy of any agreement for janitorial services and any and all bills received in association with that type of agreement.
 - viii) Provide for the coordination of donated prepared meals, in addition to on-site preparation and distribution of two nutritional meals (dinner and breakfast) daily for each homeless individual served at the site. Snacks and coffee shall also be available during the shelter hours at the Contractor's discretion.
 - ix) Provide for the distribution of donated clothing, clean blankets, linens, and towels, and limited toiletry items for each homeless individual served at the site, which shall also include the daily transport of the launderable items to and from the Department of Corrections laundering facility at the Elmwood Correctional Center.
 - x) Recruit and coordinate volunteers from the local community, which includes involving the community at large by encouraging local businesses, corporations, churches, civic and community groups, non-profits, etc., to participate in the operation of the program and contribute donations of food, supplies, and money.
 - xi) Provide refuse bins for garbage service at the site.
 - xii) Provide on-site storage for the security and safekeeping of supplies and equipment
 - xiii) Provide all transportation required for the program, including the transport of staff, supplies, and food at the site, and transit passes for the homeless to access services such as medical/health, social services, job interviews, and other shelters.
 - xiv) Coordinate with COUNTY through the OSH with regard to any programmatic issues or problems: all according to the agreed upon program policies and procedures.
 - xv) Assist service agencies in contacting other shelter Contractors in the County in order to locate available shelter beds to accommodate overflow at the CWSP site and to locate available transitional and long-term shelters.
- b) **Program #2: National Guard Armory in Gilroy (GA).** The second program shall be located at the National Guard Armory in Gilroy (GA), located at 8490 Wren Avenue, Gilroy, CA 95020. For this program, Contractor shall:
- i) Provide 130 emergency shelter beds for unsheltered single adults and families. The target population will include unsheltered homeless persons coming primarily from the South County, unless occupancy allows for others from the rest of the County. An additional 50 beds will become available during declared Inclement Weather Episodes. These persons will be identified through collaboration with St. Joseph's Family Center, government agencies, and local community-based organizations.

Attachment A: Contract Specifics
HomeFirst - Cold Weather Shelter Program

- ii) Work with the County to develop and implement an efficient referral process with cities and agencies so that the program prioritizes unsheltered homeless persons and minimizes barriers to shelter access. All clients will be able to stay for the 180-day CWSP period, provided that they adhere to the program rules.
- iii) Provide nightly emergency shelter services for the homeless in a drug and alcohol-free environment during the cold weather period, that will include:
 - 1) Nightly sleeping accommodations, nightly dinner, showers and restrooms, continental breakfast;
 - 2) Assessing the behavior of the guests to determine compatibility with the program. Being under the influence of alcohol and/or drugs and any form of disruptive behavior may cause the site manager to disqualify guests from program services; and
 - 3) Supportive services to assist program participants in addressing their barriers to obtaining housing.
- iv) Annually, the County shall enter into an agreement with the California National Guard. The agreement is known as a License to Use State Military Facilities (License). The Contractor shall comply with all terms of the License as it relates to the Contractor's operations at GA. Contractor shall operate the program according to the schedule/hours specified by the National Guard and cooperate fully with the National Guard staff at GA to ensure that Contractor's staff and homeless individuals will abide by the rules of the armory. Additional time for setup prior to and clean-up after the operational period shall be included as part of the cost of the program. Contractor will be responsible for making the required rental payments and any applicable surcharges to the State on a timely basis. Contractor will also be responsible for providing the security guards as required by the License.
- v) Establish program policies and procedures and implement the Operational Plan. This plan, developed in collaboration with representatives of the surrounding businesses, local community based organizations and County staff and approved annually before the Cold Weather Season by OSH, includes the following: program staffing, staff duties/responsibilities, client referral process, client services, security plans, good neighbor policy, and outreach activity, grievance process.
- vi) Collaborate with St. Joseph's Family Center to facilitate the limited transporting of clients from the site to the Gilroy Compassion Center.
- vii) Provide for the daily set-up and clean-up of the site, including the set-up and takedown of the mats, the set-up and clean-up of the kitchen and dining areas which includes the provision of Contractor's own kitchenware and equipment, the purchasing and stocking of supplies (e.g., paper products, food and kitchen supplies, cleaning supplies, etc.), and the cleaning and maintenance of the shower and bathroom facilities, as well as the sleeping area.
- viii) Provide janitorial services for the shelter site and provide COUNTY with a copy of any agreement for janitorial services and any and all bills received in association with that type of agreement.

Attachment A: Contract Specifics
HomeFirst - Cold Weather Shelter Program

- ix) Provide for the coordination of donated prepared meals, in addition to on-site preparation and distribution of two nutritional meals (dinner and breakfast) daily for each homeless individual served at the site. Snacks and coffee shall also be available during the shelter hours at the Contractor's discretion.
 - x) Provide for the distribution of donated clothing, clean blankets, linens, and towels, and limited toiletry items for each homeless individual served at the site, which shall also include the daily transport of the launderable items to and from the Department of Corrections laundering facility at the Elmwood Correctional Center.
 - xi) Recruit and coordinate volunteers from the local community, which includes involving the community at large by encouraging local businesses, corporations, churches, civic and community groups, non-profits, etc., to participate in the operation of the program and contribute donations of food, supplies, and money.
 - xii) Provide refuse bins for garbage service at the site.
 - xiii) Provide on-site storage (e.g., connex boxes) for the security and safekeeping of supplies and equipment.
 - xiv) Provide all transportation required for the program, including the transport of staff, supplies, and food at the site, and transit passes for the homeless to access services such as medical/health, social services, job interviews, and other shelters.
 - xv) Arrange for and coordinate the sheltering of individuals at alternative shelter sites during the Cold Weather Period when the armory is not available, due to the National Guard's need to use the site for their training purposes.
 - xvi) Coordinate with COUNTY through the OSH with regard to any programmatic issues or problems: all according to the agreed upon program policies and procedures.
 - xvii) Assist service agencies in contacting other shelter Contractors in the County in order to locate available shelter beds to accommodate CWSP overflows as well as to locate available transitional and long-term shelters.
- c) **Program Site #3:** The shelter program shall be located at the Trinity United Methodist Church, 748 Mercy Street, Mountain View, located at the corner of Mercy and Hope Streets, Mountain View, CA 94041. For this program, Contractor shall:
- i) Provide 50 emergency shelter beds for unsheltered single adults and persons in families. The target population will include unsheltered homeless persons coming from the Mountain View and other North County areas. Persons will be identified through the outreach activities conducted by Community Services Agency of Mountain View, North County cities, government agencies, and community-based organizations.
 - ii) Work with the County to develop and implement an efficient referral process with cities and agencies so that the program prioritizes unsheltered homeless persons and minimizes barriers to shelter access. All clients will be able to stay for the 120-day CWSP period, provided that they adhere to the program rules.
 - iii) Provide nightly emergency shelter services for the homeless in a drug and alcohol-free and smoke-free environment that will include:

Attachment A: Contract Specifics
HomeFirst - Cold Weather Shelter Program

- 4) Nightly sleeping accommodations, nightly dinner, showers and restrooms, laundry facilities and continental breakfast;
 - 5) Assessing the behavior of the guests to determine compatibility with the program. Being under the influence of alcohol and/or drugs and any form of disruptive behavior may cause the site manager to disqualify guests from program services;
 - 6) Supportive services, including Case Management, to assist all program participants in addressing their barriers to obtaining housing and assist them in obtaining housing; and
 - 7) Coordinate with other agencies providing services on site to the program participants, including Trinity United Methodist Church, Hope's Corner, Community Services Agency, County Office of Education, and Downtown Streets Team.
- iv) Establish program policies and procedures and implement the Operational Plan. This plan, developed in collaboration with representatives of the surrounding businesses, local community based organizations and County staff and approved annually before the Cold Weather Season by Office of Supportive Housing (OSH), includes the following: program staffing, staff duties/responsibilities, client referral process, client services, security plans, good neighbor policy, outreach activity, and grievance process.
 - v) Provide for the daily set-up and clean-up of the site, including the set-up and takedown of the beds, the set-up and clean-up of the dining areas which includes the provision of Contractor's own kitchenware and equipment, the purchasing and stocking of supplies (e.g., paper products, food and kitchen supplies, cleaning supplies, etc.), and the cleaning and maintenance of the shower and bathroom facilities, as well as the sleeping area.
 - vi) Provide janitorial services for the shelter site and provide OSH with a copy of any agreement for janitorial services and any and all bills received in association with that type of agreement.
 - vii) Provide for the coordination of donated prepared meals, in addition to distribution of two nutritional meals (dinner and breakfast) daily for each homeless individual served at the site. Snacks and coffee shall also be available during the shelter hours at the Contractor's discretion.
 - viii) Coordinate with Trinity United Methodist Church and Hope's Corner regarding the scheduled use of the showers and laundry facilities and the set-up needs for the rooms to be used by Hope's Corner or Trinity United Methodist Church following the shelter's use of those rooms.
 - ix) Provide for the distribution of donated clothing, clean blankets, linens, and towels, and limited toiletry items for each homeless individual served at the site, which shall also include the daily transport of the program launderable items to and from the Department of Corrections laundering facility at the Elmwood Correctional Center.
 - x) Work with Hope's Corner to develop a coordinated plan for volunteer recruitment and donations of food and supplies from local businesses, corporations, churches, organizations, etc. so that the public is aware of the work of both programs.

**Attachment A: Contract Specifics
HomeFirst - Cold Weather Shelter Program**

- x i) Provide refuse services for garbage removal at the site.
- x ii) Coordinate with Trinity United Methodist Church to provide on-site storage for the security and safekeeping of supplies, equipment and storage of clients' possessions.
- x iii) Provide transit passes for the program participants to access services such as medical/health, social services, job interviews, and other shelters.
- x iv) Coordinate with COUNTY through the OSH with regard to any programmatic issues or problems: all according to the agreed upon program policies and procedures.
- d) Assist service agencies in contacting other shelter Contractors in the County in order to locate available shelter beds to accommodate overflow at the CWSP site and to locate available transitional and long-term shelters

2) Performance Standards and Timeline for Performance

- a) Contactor shall provide services during seven days a week, according to the dates and times specified in this Agreement.
- b) Contractor shall determine the appropriate duration of each client's participation in the program. The length of program services will be based on the client's needs and progress and shall not exceed the term of this agreement without prior written and fully executed amendment with the OSH.
- c) Conduct intakes, assessments, and program discharges in accordance with the current Homeless Management Information System (HMIS) standards for Santa Clara County. This includes providing for the daily collection of demographic data on the homeless individuals/families served at the site in a format agreed to by the COUNTY as well as a count of those individuals. In addition, on a regular and timely basis, Contractor shall collect, enter, and report all relevant data regarding program participants and services provided into HMIS and/or other management information system. Contractor will ensure that clients sign a release of information that allows HMIS data to release to the County for purposes of program assessment and quality improvement.
- d) Contractor shall serve its clients at funded sites using Harm Reduction Principles, under which the Service Provider focuses on reducing the negative consequences of substance use, not enforcing sobriety.
- e) Contractor shall coordinate with County through the OSH with regard to client progress, program status, issues, and problems. Contractor will comply with COUNTY policies, procedures, and requirements concerning the reporting of unusual occurrences and incidents. The length of program services shall be based on the client's needs and progress and shall not exceed the term of this agreement without an executed, written amendment from the County OSH.

**Attachment A: Contract Specifics
HomeFirst - Cold Weather Shelter Program**

- f) Contractor shall perform the agreed upon services in a competent and expedient manner and must immediately inform the County in writing should problems arise that prohibit the contractor from performing the services in such manner.
- g) Contractor shall maintain all record related to services provided pursuant to this Agreement as required by federal, state or local law and regulations, and at a minimum for the duration of this Agreement and will provide copies of the records to County at Contractor’s expense. Contractor shall provide any copies requested by County within 10 business days.
- h) Contractor shall maintain confidentiality, pursuant to federal, state, and county laws, regulations and ordinances.
- i) Contractor’s proposed staffing levels will be sufficient to perform tasks as outlined in this agreement.
- j) Contractor is responsible for recruitment, hiring, training, and supervision of all paid and volunteer staff. Training shall include certified cardiopulmonary resuscitation (CPR), first aid administration, crisis intervention, dealing with substance abuse, peer interfacing and counseling, and the proper utilization of all equipment and supplies.
- k) Contractor shall maintain documentation that verifies staff are qualified and have been trained in accordance with the applicable policies for this program, including those areas specified in the respective Operational Plans.
- l) Contractor shall notify the County of staffing changes and provide updated staffing reports following staff changes.
- m) Contractor staff shall comport themselves at all times according to generally accepted standards of professional conduct.
- n) Contractor shall work with the County to verify funding needs due to changes in services, changes in Contractor funding from other sources, and to optimize resources including opportunities to leverage funding.
- o) Contractor will comply with COUNTY policies, procedures, and requirements concerning the reporting of unusual occurrences and incidents.
- p) Contractor will provide the following Units of Service at the respective sites:

Units of Service:	Sunnyvale	Gilroy	Mtn. View
People served (number of unduplicated participants)	225	225	50

**Attachment A: Contract Specifics
HomeFirst - Cold Weather Shelter Program**

Sheltering - Person Shelter Days (PSDs)	13,500	14,100	6,000
Meals – reported numbers will be approximate and based on PSDs	27,000	28,200	12,000

q) Contractor shall submit outcome and program utilization reports (see Tables 1-2 for the Performance Measures) to the County in conjunction with monthly invoices. Invoices shall not be paid until the reports are received. Program utilization reports will be submitted along with the first invoice. Program outcome reports shall be submitted monthly. Within one month following the end of the program, Contractor shall submit a final report to the County.

Table 1. Outcomes and Utilization

Performance Measurement	Data Contractor Provides
Nightly occupancy rate	Shelter beds will have an occupancy rate of at least 90%.
Data Quality – “Known Destination”	25% or more of program participants will exit the program with a “known destination.”
Stable housing	5% of program participants will exit the program with stable housing.

Table 2. Outreach Data to be Reported

- i) The dates in which outreach was conducted for inclement weather outreach;
- ii) The total number of person-hours spent conducting inclement weather outreach;
- iii) The total number of persons engaged in the outreach (this may be duplicated);
- iv) The areas/sites in which inclement outreach was conducted; and
- v) The total number of persons served through outreach work. For these persons, the CONTRACTOR shall conduct intakes and assessments consistent with HMIS standards for Santa Clara County.
- vi) The number/types of items distributed to those individuals served through outreach.
- vii) The total number of persons/households sheltered in motels and the entrance/exit dates of those persons/households.

3) PAYMENT SCHEDULE

a) Invoices shall be submitted to Contract Monitor on a monthly basis. The County will approve or provide a template.

**Attachment A: Contract Specifics
HomeFirst - Cold Weather Shelter Program**

- b) Contractor shall be reimbursed for actual, reasonable, necessary and allowable costs incurred up to the maximum compensation for the performance of services. Program allowable costs include:
 - i) Personnel expenses associated with time, activity and payroll documentation.
 - ii) Direct operating expenses associated with receipts and/or accounting records for allocated expenses. The County reserves the right to determine which expenditures are ineligible.
 - iii) Administrative (indirect) expenses using the agreed upon Orate.

- c) Contractor shall submit a hard copy invoice on a monthly basis. Invoices must be accompanied by HMIS generated reports of clients served, demographics, and income and service utilization. Contractor's invoice format must be approved by the County.

- d) Contractor will be reimbursed for services in accordance with Table 3 and Table 4 below. The Contractor may shift the budget between **Personnel** and **Operating Expenses** with the approval of the OSH. Attachments B-1,B-2, B-3 and B-4 identify the personnel and operating expenses that are eligible for reimbursement. Attachments also estimate the expenditures associated with each eligible staffing position and operating expense. Contractor can submit a revised budget on an annual basis with the approval of the OSH.

- e) If Contractor is unable to show that it has incurred costs up to the maximum financial obligation, some or all of the last payment may be withheld or forfeited.

- f) If Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Agreement, the same will be deemed to be a gratuitous effort on the part of the Contractor, and Contractor will have no claim whatsoever against the County.

- g) Contractor will receive a 15% advance payment for the first year (\$174,510) for startup costs, to be spent prior to invoicing the remaining amount of contract.

Table 3. Personnel, Operating and Indirect Expenses: Sunnyvale and Gilroy Sites

Activity / Expense	Rate / Basis of Payment	Estimated <u>Annual</u> Expenditures (For Program Sites #1 and #2)	Required Documentation
1) Personnel. Salary and benefits of direct program staff	Cost Basis	\$964,963	Time and activity report plus payroll records
2) Operating Expenses, including, but not limited to,:	Cost Basis	\$550,709	Receipts for direct expenses,

**Attachment A: Contract Specifics
HomeFirst - Cold Weather Shelter Program**

printing /copying, equipment, maintenance, office supplies, program supplies, recruiting, telephone, training, travel			accounting records for allocated expenses.
3) Indirect Expenses.	Up to 16% of actual expenses associated with items 1) and 2) above.	\$242,508	NA
Total		\$1,758,180	

Table 4. Personnel, Operating and Indirect Expenses: Program Site #3

Activity / Expense	Rate / Basis of Payment	Estimated <u>Annual</u> Expenditures	Required Documentation
1) Personnel. Salary and benefits of direct program staff	Cost Basis	\$183,508	Time and activity report plus payroll records
2) Operating Expenses, including, but not limited to,: printing /copying, equipment, maintenance, office supplies, program supplies, recruiting, telephone, training, travel	Cost Basis	\$106,343	Receipts for direct expenses, accounting records for allocated expenses.
3) PUP Application Permit fee & labor	Cost Basis	\$10,016	
4) Indirect Expenses.	Up to 16% of actual expenses associated with items 1) and 2) above.	\$46,376	NA
Total		\$346,243	

CWSP North County B1

Personnel	Assumptions and Calculations	FY 18
Chief Operating Officer	166 hours x \$53/hour; 0.08 FTE during CWSP	\$8,798
Emergency Shelter Services Director	624 hours x \$47/hour; 0.30 FTE during CWSP	\$29,328
Shelter Manager	1,376 hours x \$28/hour	\$38,528
Assistant Manager	688 hours x \$22/hour	\$15,136
Lead Resident Coordinator	4392 hours x \$19/hour of shelter coverage; 1 Lead Resident Coordinator per shift; 10 days training	\$88,008
Resident Coordinator Day time	1,544 hours x \$17/hour; 1 day time Resident Coordinator shift; 10 days training	\$26,248
Resident Coordinator Swing and Grave	9264 x \$17/hour; 3 Resident Coordinators per shift, plus 10 training days	\$157,488
Outreach Worker/ Case Manager	1070 hours x \$25 hour	\$26,750
Overtime (if needed)	192 hours at \$25/hour, based on 8 hours of OT per week at a time and a half	\$4,800
Drivers	1480 hours x \$24/hour; 1 shuttle drive, 1 shelter driver	\$35,520
Maintenance staff	244 hours x \$18/hour	\$4,392
Volunteer Coordinator	.30FTE (624 hrs) @ \$25 per hour	\$15,600
Benefits, Payroll taxes, Workers Comp, etc	at 21%	\$91,349
	<i>Personnel Subtotal</i>	\$541,945
Non Personnel		
Shuttle Mileage/Maintenance	90 miles per day x 185 days x .535 per mile	\$8,908
Supply Truck Mileage/Maintenance	60 miles per day x 185 days x .535 per mile	\$5,939
Storage units		\$1,400
Program Supplies	Facility supplies, mats, janitorial supplies, bus tokens	\$32,000
Office Supplies	Estimated at \$375/month	\$1,500
Food & Prep	\$3.75 per meal, 100 clients, 1 meal per day + Kitchen staff support	\$68,625
IT Services	Phones, wifi & support	\$6,750
Security	24-hour coverage	\$90,720
Custodial Services	Contracted vendor	\$30,000
Staff Development	Cost of outside trainers	\$2,500
Recruitment Expenses		\$1,600
Kitchen Supplies		\$9,500
Uniforms		\$4,000
Staff Mileage	Local staff mileage, reimbursed at the Federal mileage reimbursement rate of \$0.535/mile.	\$6,750
Financial Assistance / Motel Vouchers	Emergency Motel Placements/ CM related expenses	\$23,000
	<i>Non-personnel Subtotal</i>	\$293,191
Personnel + Non Personnel		Total
<i>Subtotal personnel + non personnel</i>		\$835,136
<i>Admin Overhead</i>	Calculated based on 16% of total direct costs	\$133,622
	Total	\$968,758

South County CWSP B2

Personnel	Assumptions and Calculations	FY 18
Chief Operating Officer	166 hours x \$53/hour; 0.08 FTE during CWSP	\$8,798
Emergency Shelter Services Director	624 hours x \$47/hour; 0.30 FTE during CWSP	\$29,328
Shelter Manager	1,376 hours x \$28/hour	\$38,528
Assistant Manager	688 hours x \$22/hour	\$15,136
Lead Resident Coordinator	3088 hours x \$19/hour of shelter coverage; 1 Lead Resident Coordinator per shift (2 shifts); 10 days training	\$58,672
Resident Coordinator (Swing and Grave)	9264 x \$17/hour; 3 Resident Coordinators per shift, plus 10 training days	\$157,488
Overtime (if needed)	156 hours x \$25/hour; 6 OT hours per week at a time and a half	\$3,900
Shelter Driver	740 hours x \$24/hour;	\$17,760
Volunteer Coordinator	.30FTE (624 hrs) @ \$25 per hour	\$15,600
Maintenance staff	244 hours x \$18/hour	\$4,392
Benefits, Payroll taxes, Workers Comp, etc	21%	\$73,416
	<i>Personnel Subtotal</i>	\$423,018
Non Personnel		
Building & Storage Rent	Rent for Gilroy Armory Approx \$13K per month	\$78,000
Supply Truck Mileage/Maintenance	75 miles per day x 183 days x .535 per mile	\$7,423
Shuttle Mileage		
Program Supplies	Facility supplies, mats, janitorial supplies, bus tokens	\$15,000
Office Supplies	Estimated at \$375/month	\$2,250
Food & Prep	\$3.75 per meal, 60 clients, 1 meal per day + Kitchen staff support	\$41,175
IT Services	Phones, computer, wifi & support	\$6,750
Security	8-hour coverage	\$43,920
Custodial Services	Contracted vendor	\$30,000
Staff Development	Cost of outside trainers	\$2,500
Recruitment Expenses		\$1,200
Utilities	Utility (gas, water, electric) expenses for Gilroy Armory	\$15,300
Kitchen Supplies		\$3,750
Uniforms		\$2,000
Staff Mileage	Local staff mileage, reimbursed at the Federal mileage reimbursement rate of \$0.54/mile.	\$5,250
Motel Vouchers	Emergency Motel Placement	\$3,000
	<i>Non-personnel Subtotal</i>	\$257,518
Personnel + Non Personnel		
	<i>Subtotal personnel + non personnel</i>	\$680,537
<i>Admin Overhead</i>	Calculated based on 16% of total direct costs	\$108,886
	Total	\$789,422

CWSP Sunnyvale CCP individuals B3

Personnel	Assumptions and Calculations	Total
Resident Coordinator	5856 Total Hours- 2 staff per shift; 2 shifts per night	\$99,552
Benefits, Payroll taxes, Workers Comp, etc	at 26%- assuming year-round staff would be assigned	\$20,906
	<i>Subtotal</i>	\$120,458
Non Personnel		Total
Program Supplies	Facility supplies, emergency preparedness supplies, clean-up supplies, dog crates; bus tokens (Several one-time purchases)	\$7,500
Metal Single Cots w/ mattress	50 at \$210 (One time cost)	\$10,500
Food & Prep	\$3.75 per meal, 50 clients, 1 meal per day (Assuming half of meals will be donated)	\$17,250
	<i>Subtotal</i>	\$35,250
Personnel + Non Personnel		Total
	<i>Subtotal personnel + non personnel</i>	\$155,708
<i>Admin Overhead</i>	Calculated based on 16% of total direct costs	\$24,913
	Total	\$180,621

CWSP Mountain View B4

Personnel	Assumptions and Calculations	
COO	.03 FTE	\$3,300
Emergency Shelter Services Director	.10 FTE	\$9,200
Shelter Manager	.5FTE	\$24,960
Resident Coordinator	4160 Total Hours- 2 staff per shift; 2 shifts per night 5pm-9am	\$70,720
Case Manager	1FTE for 6 months (including 1month before and after program)	\$25,000
Overtime (if needed)	96 hours at \$26/hour, based on 8 hours of OT per week at a time and a half	\$2,496
Drivers	3 hours per day, 125 days; pick-up/drop off supplies, daily linens, food at \$22 per hour	\$8,250
Maintenance staff	160 hours x \$18/hour	\$2,880
Benefits, Payroll taxes, Workers Comp, etc	at 25%	\$36,702
	Subtotal	\$183,508
Non Personnel		
Supply Truck Mileage/Maintenance	30 miles per day x 120 days x .53 per mile	\$1,908
Storage units	\$250 per month, 12 months (if necessary)	\$3,000
Program Supplies	Facility supplies, emergency preparedness supplies, clean-up supplies, dog crates; bus tokens (Several one-time purchases)	\$18,000
Special Needs Cots	2 cots at \$220 - One time cost	\$440
Metal Single Cots w/ mattress	35 at \$210 (One time cost)	\$7,350
Food & Prep	\$3.75 per meal, 35 clients, 1 meal per day (excluding Saturdays)	\$13,125
IT Services	Phones, wifi & support	\$2,500
Security	16-hour coverage	\$40,320
Custodial Services	Contracted vendor	\$12,000
Staff Development	Cost of outside trainers	\$1,200
Recruitment Expenses		\$800
Kitchen Supplies		\$2,500
Uniforms		\$800
Staff Mileage	Local staff mileage, reimbursed at the Federal mileage reimbursement rate of \$0.53/mile.	\$2,400
	Subtotal	\$106,343
Personnel + Non Personnel		
	<i>Subtotal personnel + non personnel</i>	\$289,851
Admin Overhead	Calculated based on 16% of total direct costs	\$46,376
	Total	\$336,227

EXHIBIT B-2 (revised)

INSURANCE REQUIREMENTS FOR
STANDARD CONTRACTS ABOVE \$100,000

Indemnity

The Contractor shall indemnify, defend, and hold harmless the County of Santa Clara (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor contests its obligation to indemnify, defend and/or hold harmless the County under this Agreement and does not prevail in that contest.

Insurance

Without limiting the Contractor's indemnification of the County, the Contractor shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions:

A. Evidence of Coverage

Prior to commencement of this Agreement, the Contractor shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, a certified copy of the policy or policies shall be provided by the Contractor upon request.

This verification of coverage shall be sent to the requesting County department, unless otherwise directed. The Contractor shall not receive a Notice to Proceed with the work under the Agreement until it has obtained all insurance required and such insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

B. Qualifying Insurers

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Insurance Manager.

EXHIBIT B-2 (revised)

C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

D. Insurance Required

1. Commercial General Liability Insurance - for bodily injury (including death) and property damage which provides limits as follows:

- a. Each occurrence - \$1,000,000
- b. General aggregate - \$2,000,000
- c. Products/Completed Operations aggregate - \$2,000,000
- d. Personal Injury - \$1,000,000

2. General liability coverage shall include:

- a. Premises and Operations
- b. Products/Completed
- c. Personal Injury liability
- d. Severability of interest

3. General liability coverage shall include the following endorsement, a copy of which shall be provided to the County:

Additional Insured Endorsement, which shall read:

“County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds.”

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy. Public Entities may also be added to the

EXHIBIT B-2 (revised)

additional insured endorsement as applicable and the contractor shall be notified by the contracting department of these requirements.

4. Automobile Liability Insurance

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.

4a. Aircraft/Watercraft Liability Insurance (Required if Contractor or any of its agents or subcontractors will operate aircraft or watercraft in the scope of the Agreement)

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired aircraft/watercraft.

5. Workers' Compensation and Employer's Liability Insurance

- a. Statutory California Workers' Compensation coverage including broad form all-states coverage.
- b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

E. Special Provisions

The following provisions shall apply to this Agreement:

- 1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Contractor and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Agreement, including but not limited to the provisions concerning indemnification.
- 2. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by the Contractor under this Agreement. Any self-insurance shall be approved in writing by the County upon satisfactory evidence of financial capacity. Contractors obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.

EXHIBIT B-2 (revised)

3. Should any of the work under this Agreement be sublet, the Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverages, or Contractor may insure subcontractors under its own policies.
4. The County reserves the right to withhold payments to the Contractor in the event of material noncompliance with the insurance requirements outlined above.

F. Fidelity Bonds (Required only if contractor will be receiving advanced funds or payments)

Before receiving compensation under this Agreement, Contractor will furnish County with evidence that all officials, employees, and agents handling or having access to funds received or disbursed under this Agreement, or authorized to sign or countersign checks, are covered by a BLANKET FIDELITY BOND in an amount of AT LEAST fifteen percent (15%) of the maximum financial obligation of the County cited herein. If such bond is canceled or reduced, Contractor will notify County immediately, and County may withhold further payment to Contractor until proper coverage has been obtained. Failure to give such notice may be cause for termination of this Agreement, at the option of County.



LICENSE NUMBER	00369
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LICENSE TO USE STATE MILITARY PROPERTY

BETWEEN

CALIFORNIA MILITARY DEPARTMENT

AND

The County of Santa Clara

FOR

USE OF READINESS CENTER IMPROVEMENTS AND GROUNDS

This AGREEMENT, dated for reference the 3rd day of October, 2017, by and between the California Military Department (CMD), hereinafter called STATE, and the County of Santa Clara, 3180 Newberry Drive, Suite 150, San Jose, CA 95118, hereinafter called LICENSEE, without distinction as to number or gender, and effective upon execution by STATE. STATE and LICENSEE are sometimes referred to individually as a "party" and collectively as the "parties".

RECITALS

WHEREAS, the STATE has under its jurisdiction, certain real property known as the Gilroy Armory located at 8490 Wren Ave, Gilroy, CA 95020, hereinafter called PREMISES, identified in **Exhibit "B"**, consisting of one (1) page and attached hereto and incorporated herein by this reference.; and,

WHEREAS, it is essential that STATE have a secure facility and surrounding grounds; and,

WHEREAS, PREMISES may be made available to meet the needs of the local civil authority when not required to meet immediate operational requirements;

NOW THEREFORE, STATE and LICENSEE agree as follows:

WITNESSETH

I.

GENERAL PROVISIONS

1. AGREEMENT is for non-exclusive weekday or weekend use throughout the license term.
2. Upon declaration of emergency by the STATE or federal government, STATE reserves the right to reoccupy PREMISES, including all parking areas, with twenty-four (24) hours written or electronic (voice or email) notice to LICENSEE at the notification address/number below.
3. PREMISES will not be available during drill periods: Drill dates to be announced at a later time.

4. LICENSEE shall comply with all applicable statutes, laws, ordinances and rules or regulations adopted by the Federal, State or any City, City and County, County or other body politic and which pertains to the use of said premises or any provisions of the License.
5. LICENSEE shall comply with such reasonable rules and regulations as may be prescribed by STATE for the reasonable use and occupation of State Facilities.
6. LICENSEE understands and agrees the California Legislature may impose additional restrictions, limitations or conditions affecting AGREEMENT provisions or terms; however, any such changes become effective no sooner than 30 days after the legislature has acted.
7. This agreement shall not be assigned or sublet or otherwise encumbered, in whole or in part, without STATE'S prior written consent.
8. STATE shall supply PREMISES with utilities.
9. LICENSEE shall have use of the Offices, Storage Areas, Drill Floor, Latrines, Showers, parking areas for placement of storage containers (IF REQUIRED), and Kitchen Counters (no use of the oven or stove top) but only for temporary food storage, providing that all food will be removed and surfaces cleaned on a daily basis when the shelter operation is underway.
10. STATE is not responsible for losses or damage to personal property, equipment or materials of LICENSEE, its employees or agents and all losses shall be reported to STATE immediately upon discovery.
11. LICENSEE shall not drive any nails, tacks, pins or other objects into the walls, ceilings, partitions, windows, woodwork, or other part of PREMISES nor change in any manner or move any fixture on PREMISES or make any alterations or changes to PREMISES without prior written consent of the Readiness Center Commander.
12. Upon completion of use, LICENSEE shall remove all decorations, display, signs or equipment on PREMISES.
13. Upon expiration of this license, LICENSEE will surrender PREMISES to STATE with appurtenances and fixtures in good order, condition, and repair, reasonable use and wear thereof and Acts of God excepted.
14. LICENSEE shall not permit any alcoholic beverage to be offered for sale, stored, given away or otherwise disposed or consumed on any part of PREMISES, nor shall LICENSEE permit any use of tobacco products on any part of PREMISES or within twenty (20) feet of entrances, doorways or opening windows, and then only in a controlled area under LICENSEE supervision.
15. LICENSEE acknowledges PREMISES may not be fully ADA compliant and agrees to implement or improve, at its sole cost and expense, those necessary compliance measures required for the duration of its use. Furthermore, LICENSEE agrees to provide any and all required temporary emergency lighting required by State, County or City laws or ordinances.

II.

AUTHORIZED ACTIVITIES

1. LICENSEE agrees to clean PREMISES and remove all litter, trash, cans, bottles, etc. from the site after each period of use. LICENSEE shall also ensure the provision of janitorial service for the restrooms, showers, and drill floor by a licenses contractor or qualified civil service employee. The armory will be cleaned and sanitized according to the standards set forth in **Exhibit "F"**, made a part hereof by this reference.
2. LICENSEE, in order to provide a variety of health and medical services to homeless citizens, may provide on-site program management through either LICENSEE staff or employees, agents or volunteers of a non-profit organization.
3. The armory facility will be available fourteen (14) hours each day unless otherwise approved by the STATE for extended periods during inclement weather conditions.
4. LICENSEE shall provide a minimum of one (1) easily identifiable uniformed security guard, with a current and valid security guard card, on the premises of the armory one hour before the shelter opens until one hour after lights-out in the evening. The security officer shall have access to a telephone, provided by LICENSEE, for contacting the appropriate law enforcement agency, should it become necessary. LICENSEE is responsible for protecting patrons, agents and invitees from acts of third parties, and agrees to notify STATE and appropriate law enforcement agencies as required.
5. Security personnel will notify the military site supervisor or, if one is not available, the Area Coordinator or the Facilities and Infrastructure Department (J-9) or the STATE Program Manager before leaving the PREMISES.
6. Any damage to PREMISES will be inspected by STATE representatives (CMD Area Coordinator) and LICENSEE to determine the character and extent of damage (with photographs). Repairs shall be completed within twenty-four (24) hours if an emergency or seventy-two (72) hours if urgent.
7. The STATE Area coordinator will contract for necessary repair or restoration services using appropriate state or federal guidance, while coordinating and collaborating closely with LICENSEE. LICENSEE may not undertake repairs or restoration using its own forces or contract services without the prior written consent of STATE'S Area Coordinator.
8. Within thirty (30) days of being presented a demand (invoice) for payment, LICENSEE shall make STATE whole for the cost of repairing or restoring any improvement or utility damaged as a result of PREMISES shelter use.
9. LICENSEE shall take all necessary steps to ensure shelter clients do not constitute a nuisance in the immediate vicinity of the armory during hours of shelter operation. If at any time the STATE is dissatisfied with the LICENSEE efforts, the LICENSEE and STATE shall meet to explore means and methods of compliance.
10. LICENSEE shall supply sanitary items and paper products to include, but not limited to: cleaning/sanitizing supplies and equipment, liquid soap, paper towel, and toilet paper. If requested (necessary), the County Health Department shall

provide periodic health screenings and consultation on issues pertaining to sanitation

11. Pets of clients occupying PREMISES or participating in provided services are prohibited inside the PREMISES, with the exception of those meeting the definition of *service animal* in Section XV below.
12. LICENSEE shall conform to the guidance and recommendations for tuberculosis prevention outlined in "*Preventing Tuberculosis (TB) in Homeless Shelters: A Guide for Preventing and Controlling TB and other Aerosol Transmissible Diseases in Los Angeles County Facilities*", included as **Exhibit "C"** herein and by this reference made a part hereof.
13. LICENSEE shall ensure that shelter clients demonstrate valid vehicle registration and insurance to be allowed to park their vehicle in PREMISES parking area.
14. Vehicles parked on PREMISES without appropriate approval shall be towed away by STATE's order and at LICENSEE's risk and expense.

III.

NOTIFICATION

All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered (including by means of professional messenger service) or sent by overnight courier, or sent by registered or certified mail, postage prepaid, return receipt requested to the addresses set forth below. All such notices or other communications shall be deemed received upon the earlier of (i) if personally delivered or sent by overnight courier, the date of delivery to the address of the person to receive such notice, (ii) if mailed as provided above, on the date of receipt or rejection, when received by the other party if received Monday through Friday between 6:00 a.m. and 5:00 p.m. Pacific Standard Time, so long as such day is not a State or Federal holiday and otherwise on the next day provided that if the next day is Saturday, Sunday, or a state or federal holiday, such notice shall be effective on the following business day.

To LICENSEE:

County of Santa Clara
Attn: Office of Supportive Housing
9180 Newberry Drive, Suite 150
San Jose, CA 95118
(408) 793-0566

To STATE:

California Military Department
9800 Goethe Road, Box 18
Sacramento, CA 95826
(916) 854-3788

Notice of change of address or telephone number shall be given by written notice in the manner described in this section. LICENSEE is obligated to notice State offices listed above and the failure to provide notice to do so shall constitute a lack of notice. Nothing contained herein shall preclude the giving of any such notice by personal service.

IV.

INSURANCE REQUIREMENTS

LICENSEE is a public entity, which is self-insured and will be responsible for any damage caused to PREMISES. Additionally, LICENSEE shall indemnify STATE against any injuries caused by use of PREMISES. LICENSEE has furnished the necessary Certificate of Self-Insurance, **Exhibit "D"** attached hereto and incorporated herein by this reference, demonstrating the required insurance coverage will be in effect during the complete term of AGREEMENT, and shall include, but not be limited to:

- Combined single limit liability of \$2,000,000, or
- Special event coverage with a limit of \$2,000,000, and
- A statement naming the United States, State of California, its officers, agents, employees, and servants as additional insured, but only with respect to the activities of the named insured.

V.

HOLD HARMLESS INDEMNIFICATION

The PREMISES are provided in "AS-IS" and "WITH ALL FAULTS" condition, and STATE and its employees, representatives and agents disclaim all warranties, expressed or implied, regarding the PREMISES, including, but not limited to, all implied warranties of merchantability or fitness for a particular purpose or compliance with Applicable Law. LICENSEES acknowledges and agrees that STATE and its employees, representatives and agents have made no representations or warranties for the PREMISES, including, without limitation, any representations or warranties regarding, (a) the condition or repair of the PREMISES, (b) whether such PREMISES are sufficient for the purposes of LICENSEE, or (c) whether the PREMISES comply with Applicable Laws (as defined below), including without limitation the Americans with Disabilities Act (ADA) or other accessibility laws, (d) whether there are any facts or conditions affecting the PREMISES that might, individually or in the aggregate, interfere with the use or occupancy of the PREMISES or any portion thereof by LICENSEE.

The use of the PREMISES by LICENSEE shall be conclusive evidence that LICENSEE accepts the same "AS IS and WITH ALL FAULTS" and that the PREMISES are suited for the use intended by LICENSEE and are in good and satisfactory condition at the time such possession was taken. LICENSEE represents and warrants to STATE that (a) its sole intended use of the PREMISES is for temporary sheltering (the "Permitted Use") and (b) prior to using the PREMISES it has made such investigations as it deems appropriate with respect to the suitability of the PREMISES for its intended use and has determined that the PREMISES are suitable for such intended use.

LICENSEE shall comply with all applicable statutes, laws, ordinances and rules and regulations adopted by the Federal, State or any City, City and County, County or other body politic, including without limitation all building codes, the ADA or other accessibility laws ("Applicable Laws") and which pertains to use of the PREMISES or any provisions of the License, and will indemnify, defend and hold STATE free and harmless from and against any violations thereof and any and all liabilities, suits, causes of action, judgments, demands and claims for damages, including all reasonable costs of any litigation and attorney's fees and expenses, arising out or by reason of any such violation.

LICENSEE shall indemnify, defend and hold STATE its employees, representatives and agents free and harmless from and against any and all suits, causes of action, demands, proceedings, claims, damages, judgments, obligations liabilities, liens, fines, costs, and

expenses (including, but not limited to, attorneys' fees and costs) (collectively "Losses") which arise from or are related to (a) use or occupancy of the PREMISES by LICENSEE or its Representatives, including, but not limited to, damage to property of any kind whatsoever and to whomsoever belonging, including LICENSEE, from any cause or causes whatsoever during the term of this License or any occupancy hereunder, holdover periods or any other occupancy of the PREMISES during the term of this License, except (i) those Losses that are ultimately determined by a court or administrative tribunal of competent jurisdiction to be caused by sole gross negligence of the STATE or its employees, or (ii) to the extent any such Losses are ultimately determined by a court or administrative tribunal of competent jurisdiction to be caused by the willful misconduct of the STATE or its employees; provided, however, any condition of the PREMISES that is found to be in violation of any Applicable Law by a court or administrative tribunal of competent jurisdiction shall not be deemed gross negligence or willful misconduct on the part of the STATE or its employees; (b) breach of LICENSEE'S obligations under the AGREEMENT, (c) negligence or other wrongful act by LICENSEE or its Representatives, (d) violation of Applicable Law by LICENSEE or its Representatives, (e) any allegation that the PREMISES do not comply with Applicable Law. "Representatives" means LICENSEE'S agents, employees, representatives, contractors, or any other person or persons acting within the direct control or authority of such party or its agents, employees, representatives or contractors.

VI.

FEES

1. The use fee is Five Hundred Forty Dollars (**\$540**) for each use period as agreed in this license, which includes utility costs and payment for supervising service members (2 per day).
2. Each use period is fourteen (14) hours; approved for 4:30 PM to 6:30 AM..
3. The total number of use periods for which an armory was committed to program use will be tabulated monthly.
4. The number of use periods will be multiplied by \$540 to establish the total fee to be remitted to the STATE. Rental periods operate on an approved twenty-four (24) hour cycle will be billed at a 24-hour rate of Eight Hundred Eighty Dollars (**\$880**).
5. LICENSEE will be allowed to occupy and use the PREMISES for the following dates on an approved twenty-four hour cycle: November 23, 2017, December 25, 2017, January 1, 2018, and April 1, 2018.
6. Extraordinary utility costs will be assessed LICENSEE on an as-incurred basis and included as a surcharge in invoices from STATE.
7. Payment for armory use is due and payable the first business day of each following month and is considered delinquent after the fifteenth (15th) of the month.
8. LICENSEE's check will display STATE'S License number as shown on Page 1 of this document and be made payable to the California Military Department. Payment will be remitted to the address in Section III - Notification, and LICENSEE shall not require receipt of an invoice before issuance of payment due.

VII. TERM

License shall take effect no earlier than October 15, 2017 or upon execution by STATE, whichever is later, and shall expire no later than 0800 (8:00 A.M.) April 15, 2018.

VIII. AMENDMENT AND TERMINATION

AGREEMENT cannot be amended or modified in any way except by a written AGREEMENT duly executed by STATE and LICENSEE. Any proposal for amendment or modification must be delivered for review and approval by the Chief, Realty Operations or her/his delegatee.

AGREEMENT may be terminated by either party upon 30 days written notification to the other party at the addresses previously given. Upon termination, the activities of the parties shall be governed by the applicable provisions of the Military and Veterans Code. STATE is not obligated to reimburse LICENSEE any fees should it terminate this AGREEMENT before reaching its full term.

IX. ENTIRE AGREEMENT

AGREEMENT, along with any exhibits attached hereto, constitutes the entire covenant and understanding between STATE and LICENSEE for PREMISES. AGREEMENT supersedes all prior and contemporaneous routine activity agreements, representations or understandings, if any, whether oral or written.

X. DURATION & RENEWAL

AGREEMENT shall remain in effect through the termination date and will not be extended, but may be renewed annually subsequent to renegotiation required to protect the parties.

XI. RIGHT TO ENTER

During continuance in force of AGREEMENT, there shall be, and is hereby expressly reserved to STATE and to any of its contractors, agents, employees, representatives, or licensees, the right at any and all reasonable times, and any and all places to temporarily enter upon said PREMISES for inspection or other lawful STATE purposes.

XII. ENVIRONMENTAL LAWS AND REGULATIONS

LICENSEE must comply with all applicable local, State or Federal environmental provisions, requirements, ordinances, regulations or laws. AGREEMENT does not constitute any form of authorization, permit, or opinion with respect to the satisfaction thereof. LICENSEE agrees that it shall comply with all laws, federal, state, or local, existing during the term of this license pertaining to the use, storage, transportation, and disposal of any hazardous substance as that term is defined in such applicable law.

1. In the event STATE or any of its affiliates, successors, principals, employees, or agents should incur any liability, cost, or expense, including attorney's fees and costs, as a result of the LICENSEE'S illegal use, storage, transportation, or disposal of any hazardous substance, including any petroleum derivative, the LICENSEE shall indemnify, defend, and hold harmless any of these individuals against such liability.
2. Where the LICENSEE is found to be in breach of this Paragraph due to the issuance of a government order directing the LICENSEE to cease and desist any

illegal action in connection with a hazardous substance, or to remediate a contaminated condition caused by the LICENSEE or any person acting under LICENSEE'S direct control and authority, LICENSEE shall be responsible for all costs and expenses of complying with such order, including any and all expenses imposed on or incurred by STATE in connection with or in response to such government order.

XIII.

DEFAULT

LICENSEE shall make all required payments to the STATE without deduction, default or delay. In the event of the failure of LICENSEE to do so, or in the event of a breach of any of the other terms, covenants or conditions herein contained on the part of LICENSEE to be kept and performed, and if such default continues for a period of thirty (30) days after receipt of written notice from STATE to LICENSEE of such default, this License may, at the STATE'S sole discretion, be terminated.

In the event of termination of this License, it shall be lawful for STATE to reenter into and upon the PREMISES and every part thereof and to remove and store at LICENSEE'S expense all property therefrom and to repossess and occupy the PREMISES. In the event STATE terminates this License pursuant to this Paragraph, the STATE shall not be required to pay LICENSEE any sum or sums whatsoever.

XIV.

PRESENCE OF LEAD

STATE lead exposure standards for industrial occupancies, like an armory use, are not more than (\leq) 200 microns/square foot. The Army National Guard (ANG) has adopted a more strict safe limit for lead exposure of \leq 40 microns/square foot. STATE has accepted the more stringent ANG standard and has surveyed PREMISES for lead, the results of which are contained in **Exhibit "E"**, attached hereto and by this reference made a part hereof. Study results demonstrate the PREMISES complies with existing state environmental requirements for lead exposure in an industrial setting (no children), but it also identifies a small number of areas where remediation is required to achieve the new ANG standard.

STATE will clean PREMISES to achieve a uniform level of \leq 40 microns/square foot of ambient lead throughout PREMISES.

XV.

SERVICE ANIMALS

Service Animal Defined by Title II and Title III of the ADA: (from the ADA National Network)

Under Title II and III of the ADA, service animals are **limited to dogs** individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability.

Emotional support animals, comfort animals, and therapy dogs are not service animals under Title II and Title III of the ADA. Other species of animals, whether wild or domestic, trained or untrained, are not considered service animals either. The work or tasks performed by a service animal must be directly related to the individual's disability. A doctor's letter does not turn an animal into a service animal.

Examples of animals fitting the ADA's definition of "service animal" because they have been **specifically trained to perform a task for the person with a disability:**

Guide Dog or Seeing Eye® Dog1 is a carefully trained dog that serves as a travel tool for persons who have severe visual impairments or are blind.

Hearing or Signal Dog is a dog that has been trained to alert a person who has a significant hearing loss or is deaf when a sound occurs, such as a knock on the door.

Psychiatric Service Dog is a dog that has been trained to perform tasks that assist individuals with disabilities to detect the onset of psychiatric episodes and lessen their effects.

SSigDOG (sensory signal dogs or social signal dog) is a dog trained to assist a person with autism. The dog alerts the handler to distracting repetitive movements common among those with autism, allowing the person to stop the movement (e.g., hand flapping).

Seizure Response Dog is a dog trained to assist a person with a seizure disorder. The dog may stand guard over the person during a seizure or the dog may go for help. A few dogs have learned to predict a seizure and warn the person in advance to sit down or move to a safe place.

While Emotional Support Animals or Comfort Animals are often used as part of a medical treatment plan as therapy animals, **they are not considered service animals under the ADA**. These support animals provide companionship, relieve loneliness, and sometimes help with depression, anxiety, and certain phobias, but do not have special training to perform tasks that assist people with disabilities and are not covered by federal laws protecting the use of service animals.

A public facility is not allowed to ask for documentation or proof a dog has been certified, trained, or licensed as a service animal. Staff on site may ask the following questions:

1. Is the dog a service animal required because of a disability?
2. What work or task has the dog been trained to perform?

No further questions should be asked regarding the disability or the animal, nor is it permissible to ask that the dog perform the task that grants it to be a service animal.

CONCURRENCE

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INSTALLATION COMMANDER



THE COUNTY OF SANTA CLARA

DATE: 11 OCTOBER 2017

DATE: 10/12/2017

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FOR THE ADJUTANT GENERAL

DATE: 11 OCTOBER 2017

Enclosures:

- 1 Exhibit A; Vicinity Map**
- 2 Exhibit B; Location Map**
- 3 Exhibit C; Preventing Tuberculosis**
- 4 Exhibit D; Certificate of Self-Insurance**
- 5 Exhibit E; Lead Survey**
- 6 Exhibit F; Janitorial Services**

EXHIBIT B

ARMORY LOCATION/ PREMISES



EXHIBIT C

Preventing Tuberculosis (TB) in Homeless Shelters:

A Guide for Preventing and Controlling TB and other
Aerosol Transmissible Diseases in Los Angeles County Facilities

Second Edition
June 6, 2013



Recommendations to help homeless service providers prepare their facility, staff, and clients for possible cases of aerosol transmissible diseases, like tuberculosis.

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Letter from the Director and Health Officer

Dear Public Health Partners,

The Los Angeles County Department of Public Health (DPH) is pleased to issue these recommendations. They're meant to help homeless service providers, like you, to prepare their facility, staff, and clients for possible cases of Aerosol Transmissible Diseases, also known as ATDs.

ATDs are infectious diseases that can spread through coughing and sneezing. They spread from person-to-person either through the air, like tuberculosis (TB) and measles, or through droplets, like influenza (flu) or meningitis.

As a homeless service provider, you work closely with clients to help meet their needs. This vital function makes you a key partner in the fight to prevent the spread of TB and other ATDs in LA County homeless shelters.



TB prevention and control among homeless persons may be challenging. But together, we can reduce and even eliminate the spread of TB and other ATDs. These guidelines aim to make this work easier and more efficient. They include tools and procedures that help...

- Increase awareness of TB and other ATDs among medical providers, staff, and clients.
- Establish procedures to assure clients showing signs of TB or other ATDs are assessed and referred to a healthcare provider in a timely manner and are not turned away for infectious disease-related concerns.
- Encourage ongoing, confidential, and free screening to help identify and treat TB and other ATD infections among staff and clients, in their earliest stage.
- Promote immunizations to decrease the risk of outbreaks of vaccine-preventable ATDs, such as pertussis and influenza.
- Increase communication between shelter and DPH staff for things like disease reporting, receiving the latest TB and other ATD trends, and coordinating annual educational updates.

You are key partners in protecting the health and well-being of some of LA County's most vulnerable residents and communities. We thank you for your continued support and sincerely hope this manual proves useful in your disease control and prevention efforts.

A handwritten signature in black ink that reads "Jonathan E. Fielding". The signature is written in a cursive, flowing style.

Jonathan E. Fielding
Director and Health Officer

Responsibilities: The Department of Public Health

The ATD regulation (8 CCR 5199, Aerosol Transmissible Diseases) is a standard put in place by the California Occupational Safety and Health Administration (Cal/OSHA). It is meant to protect workers at facilities and in occupations that have a higher risk of ATD exposure, such as healthcare settings, correctional facilities, drug treatment programs, and homeless shelters. **See Appendix A** for a brief Cal/OSHA summary for Homeless Shelters of the ATD regulation.

The Tuberculosis Control Program and Community Health Services Division are two components of the LA County Department of Public Health. They both use the ATD regulations to help homeless shelters and other facilities prevent and control TB/ATDs in their facilities and operations. They also work together to provide the following TB/ATD prevention and control activities:

Preventing TB and other ATDs

- Investigate, follow-up, and treat all reported cases and suspected cases of TB and their “contacts.” “Contacts” refers to people who have been exposed to a person with a communicable disease, including TB.
- Operate several public health centers throughout LA County to provide TB medications, diagnostic follow-up, periodic clinical evaluations, contact investigation, and case management services (**See Appendix F**).
- Provide short-term, single-room occupancy housing and meal assistance to facilitate treatment completion, as needed.

Providing expert consultation and training

Each homeless shelter in LA County has an assigned District Public Health Nurse Liaison (DPHN). DPHN's have several responsibilities, including:

- Serve as the DPH liaison to homeless shelters in LA County
- Meet with shelter staff to discuss TB/ATD prevention protocols
- Help shelter staff understand their role in cough alert screening through “role modeling” activities
- Facilitate appropriate and timely public or private health care provider assessments for symptomatic shelter clients
- Assist clients to obtain appropriate TB clearance, if necessary
- Coordinate and conduct contact investigations in shelters
- Facilitate TB/ATD education for shelter staff, volunteers and clients
- Answer shelter staff's TB-related questions

Gathering data through mandated reporting and ongoing surveillance

- Work with doctors, hospitals, labs, and other important community partners, including homeless shelters, that can help identify possible cases at their earliest stages
- Work with community organizations, like homeless shelters, to help their staff recognize symptomatic clients who might need medical evaluation
- Monitor and report disease-related data to local, state, and federal agencies

See Appendix F for a list of DPH health centers and appropriate phone numbers.

Responsibilities: LA County Homeless Shelters

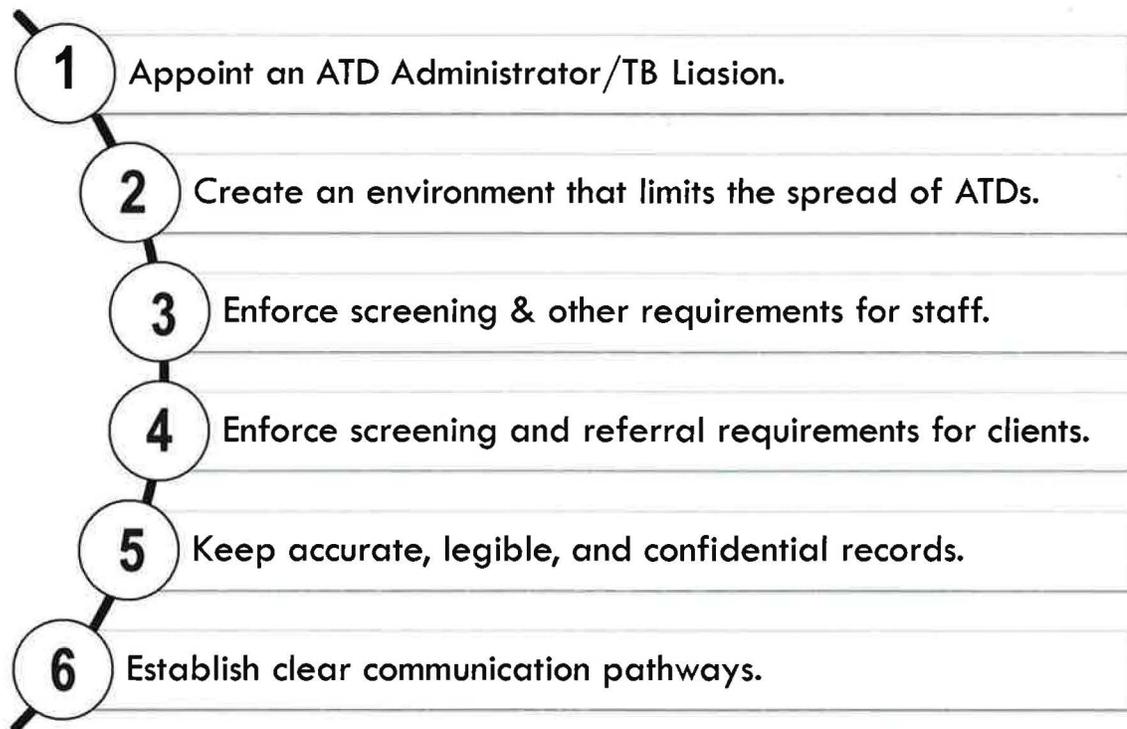
Reading Cal/OSHA's ATD regulation is the best way to make sure your facility is compliant with all of its components. **See Appendix A** for links to the ATD regulation that list all related diseases, settings, roles, and expectations.

Homeless shelters in LA County should implement TB and ATD infection prevention guidelines to accomplish the following goals:

- Protect clients, staff, and volunteers from TB and other ATD exposures
- Detect active TB disease among clients at an early stage
- Decrease the chance that homeless persons will be turned away from shelters because of infectious disease-related concerns
- Ensure referral to a health care provider for medical screening and care

Taking the following steps will help meet these goals and help you implement the main components of the ATD regulation, particularly as they relate to TB.

6 Steps to Reduce the Spread of ATDs in Your Facility



1. Appoint an ATD Administrator/TB Liaison.

Under the Cal/OSHA ATD standard, homeless shelters must appoint an administrator to oversee activities that control the spread of TB and other ATDs. This person doesn't need to be a clinician or manager/supervisor/facility administrator. However, they should have some knowledge of infection control principles.

The ATD Administrator performs and oversees several activities that prevent the spread of TB and other ATDs, including:

Key Area	Activities
Administrative— Shelter duties	<ul style="list-style-type: none"> • Serves as or delegates a "TB Liaison" • Ensures confidential at-hire and annual medical screening of staff and volunteers that have direct client contact • Coordinates referrals for clients that need a TB evaluation • Assists clients that need a TB evaluation with their transportation needs • Maintains medical confidentiality policies and procedures
Administrative— DPH liaison duties	<ul style="list-style-type: none"> • Serves as a liaison to the Department of Public Health (DPH) • Coordinates screening activities and referrals with DPH (See Appendix F for a list of DPH health centers and appropriate phone numbers) • Assists DPH to conduct infectious disease contact investigations • Coordinates communication with the DPH local health officer • Maintains confidential records
Compliance	<ul style="list-style-type: none"> • Establishes, implements, maintains, and posts written procedures • Ensures staff adheres to TB/ATD prevention procedures • Ensures staff adheres to TB/ATD Cough Alert and documentation procedures • Ensures staff and clients receive mandatory TB/ATD prevention education (See Appendix G for TB Control Program health education services) • Ensures that identified medical providers maintain confidential medical records • Maintains other required records

2. Create an environment that limits the spread of ATDs in your facility.

Remember, reading the standard is the best way to make sure your facility is doing all it can to prevent the spread of TB and other ATDs. But taking the following steps will help limit the spread of TB in your facility:

- Ensure mechanical ventilation systems are working properly and are maintained regularly
- Keep records of all inspections, maintenance, and repairs done on the facility's mechanical ventilation systems
- Consult an environmental engineer to find out if using ultraviolet lighting, which kills TB bacteria, is right for your facility
- Open doors and windows to promote air exchange, especially in areas where clients congregate
- Make sure each bed is numbered to help DPH track potentially infectious clients
- Maintain as much space as possible between beds in sleeping areas
- Position beds in a "head to toe" pattern rather than "head to head" pattern
- Make hand sanitizer, tissues, and trash cans readily available
- Post TB-related posters and pamphlets (See Appendix G for TB Control Program health education services)

3. Enforce screening and other requirements for staff and volunteers that have direct client contact.

Volunteers and staff that work directly with clients have a higher chance of coming into contact with people that may be sick with an ATD. Putting the following measures in place will help keep shelter staff and volunteers healthy:

TB Screening and Medical Services for Employees

Shelters must require staff to get a TB evaluation when they first start working and then again once a year as long as they continue their service. Shelters should make these annual medical exams available, without cost, to employees who have a greater risk of coming into contact with ATDs while on the job. Shelters must also provide access to free vaccine(s) and respiratory protection for identified job risks. Shelters should also generally advise staff to stay home if they have prolonged coughing. If they don't improve, advise them to see a physician. Staff sent off work because of their coughing must get clearance to return to work from a licensed healthcare provider. Under state and federal law, employees' TB screening and other medical results/records are confidential and should not be disclosed by the medical provider to employer management personnel or to anyone in the workplace.

For initial evaluation persons who have a prior positive TB test should get a chest x-ray or have written copy of a radiologist's report of a chest x-ray that was performed within the past six months. Medical providers must ensure that all persons with a new positive TB skin or blood test must also have a chest x-ray,

Remember, reading the Cal/OSHA ATD standard is the best way to make sure your facility is doing all it can to prevent the spread of TB and other ATDs among its employees.

TB Screening for Volunteers

DPH recommends that shelters require volunteers to get a TB evaluation from their private medical provider or community-based clinic when they first start volunteering and then again once a year as long as they continue their service. **See Appendix F** for a list of DPH clinics that offer TB testing. Shelters should keep records that show volunteers completed the screening but should not receive copies of actual medical records or diagnoses. Shelters should take care to respect volunteers' medical privacy rights.

For initial evaluation, persons who have a prior positive TB test should get a chest x-ray or have written copy of a radiologist's report of a chest x-ray that was performed within the past six months. Medical providers must ensure that all persons with a new positive TB skin or blood test must also have a chest x-ray,

Remember, reading the standard is the best way to make sure your facility is doing all it can to prevent the spread of TB and other ATDs among its volunteers.

4. Enforce screening and referral requirements for clients.

Initial Screening at Intake and Annual Screening

- 1) Require written proof of TB screening clearance from a medical provider, dated within the past 12 months. Allow clients 7 days after intake or annual review to provide proof of TB clearance.
- 2) If clients don't have proof of medical clearance, arrange onsite screening and documentation. If onsite screening isn't available, refer clients for outside screening (**See Appendix D** "Referral for TB Screening or Clearance" form).
- 3) Track all TB screening clearances, whether done internally or by referral to an outside source. On each new entry to the shelter, staff should ask and observe: DOES THE CLIENT HAVE A COUGH?
 - a. If NO, shelter will advise client to notify shelter staff if a cough develops in the future.
 - b. If YES, shelter staff will refer the client to a private area to complete a symptom screen questionnaire.

- 4) If client has a cough for more than 3 weeks and 1 or more other symptoms of active TB disease, isolate client until referred for medical evaluation. Move client to a well-ventilated area or, if weather permits, an outside area. If the client is unable to get medical services right away, separate them from the other clients.
- 5) Give the client tissues right away and advise them to cover their nose and mouth when coughing or sneezing. Give the client a surgical mask and tell them to place it over their mouth and nose.
- 6) Promptly **refer** all symptomatic clients and clients who lack valid medical clearance to an appropriate health care provider for TB/ATD medical evaluation (**See Appendix D** "Referral for TB Screening or Clearance" form).

NOTE REGARDING CONFIDENTIALITY:

Results of medical evaluations for clients are considered protected health information and medical providers must keep them confidential.

Referral Process

Refer symptomatic clients and clients who lack valid medical clearance to the shelter's onsite or other designated clinic. If none, refer clients as follows:

- 1) Weekday business hours (before 5pm) contact a DPH CHS Public Health Center (**See Appendix F**).
- 2) Evenings and weekends contact a Department of Health Services Urgent Care Center (**See Appendix H**) or public hospital emergency room (**See Appendix I**) where clients can get a medical evaluation on the same or next working day.
- 3) Call the receiving location and arrange to fax or hand deliver the completed forms (**See Appendix C** "Symptom Questionnaire" form) and (**See Appendix D**, "Referral for TB Screening and Clearance" form)
- 4) Give the client a copy of both forms (Appendix C and Appendix D) in an envelope sealed for confidentiality.
- 5) The shelter will need to transport the client to the medical facility for the client's medical evaluation and be prepared to return the client to the shelter, as needed.
- 6) Follow-up to ensure that the receiving clinic/urgent care center/hospital ER received the forms and that the client followed through with the medical evaluation.
- 7) Keep electronic or written log of clients referred for TB medical evaluation and status of client TB clearance.

Shelter TB Clearance

If Medical Evaluation found client to be free of active TB or other ATDs:

After a symptomatic client is referred to a medical provider and active TB/ATD disease is ruled out, the medical provider will give the client signed written clearance to return to a group living situation, like a homeless shelter. This medical clearance should expire one year from the date of the medical provider's signed clearance. (If recent community cases of active TB disease are identified, the Department of Public Health may require more frequent screening).

If Medical Evaluation found client has active TB disease or other ATDs:

Clients with active TB disease or other ATDs can return to the shelter when they show written proof from a licensed health care provider that they are no longer contagious.

Cough Alert Protocol

All shelter staff play an important role in preventing and controlling the spread of TB and other ATDs in their facilities. The list below describes activities staff will carry out to prevent and control TB:

All shelter staff will:

- Observe clients for persistent coughing and signs of active TB disease
- Refer anyone with a cough to a private area to complete the Review of TB/ATD Symptoms form (**See Appendix C** "Symptom Questionnaire" form)

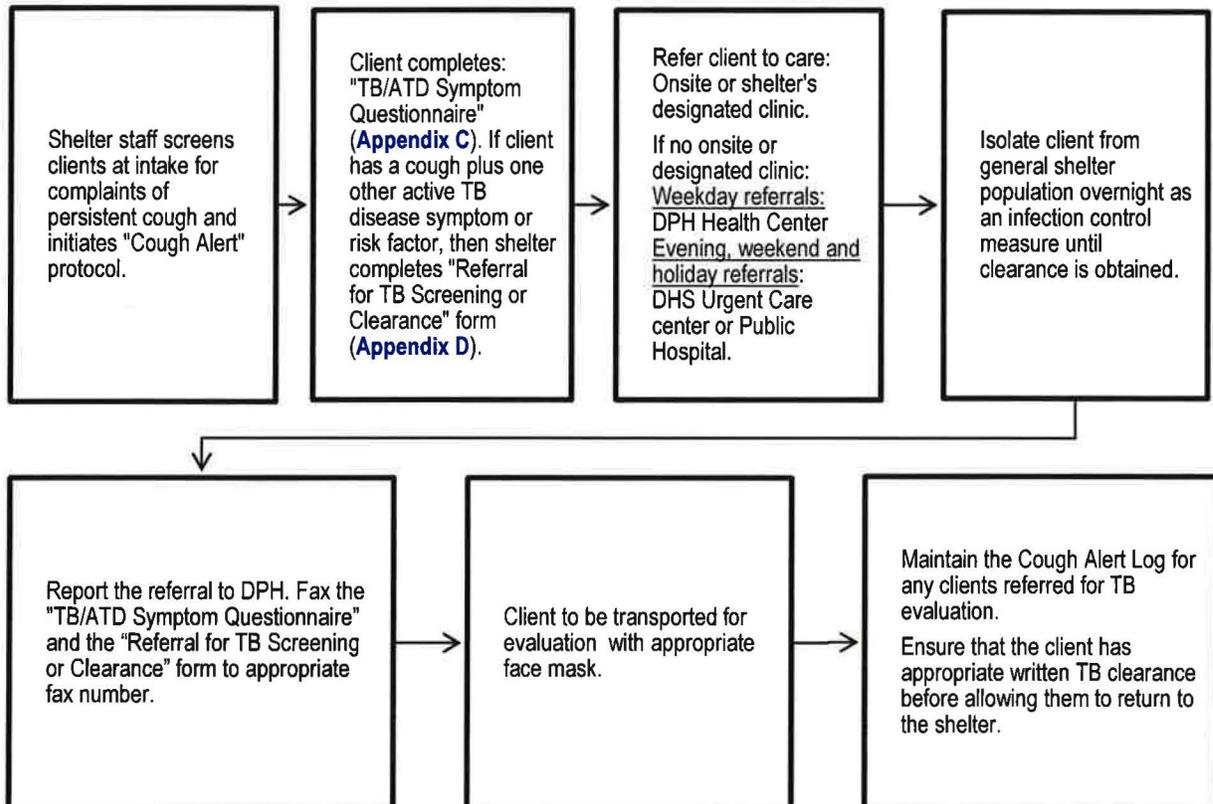
Shelter staff (as directed by the TB Liaison /ATD Administrator) will:

- Complete a Weekly Cough Alert Log (**See Appendix E** "Weekly Cough Alert Log")
- Give a copy of the log to the ATD Administrator/TB Liaison right away during the day or the next morning if a coughing client is identified during the night

The TB Liaison/ ATD Administrator (or designee) will:

- Receive the Cough Alert Log
- Review the Cough Alert Log to identify any symptomatic client
- Follow Referral Process to refer symptomatic clients for medical evaluation and clearance.
- Isolate symptomatic clients (see Screening Steps 4, 5, 6 on page 9)
- Prominently display educational posters on Covering Your Cough (**See Appendix G** for TB health education services)
- Prominently display educational posters on tissue technique and disposal

Section Summary: Linking Symptomatic Clients to Healthcare



5. Keep accurate, legible, and confidential records.

Following steps in this guide will help protect your shelter from TB and other ATDs. You can also prevent having to pay fines by keeping detailed records of all transports, exposure incidents, trainings, and medical services for staff. The table below lists the main types of records you'll need to keep.

Type of Information	Minimum Information Required
Medical clearances	<ul style="list-style-type: none"> • Employee name and ID number No actual medical records should be accepted or received. Maintain medical providers' medical clearance reports related to: <ul style="list-style-type: none"> ○ Vaccination status ○ Vaccination declination forms ○ TB assessment results (initial and annual screening) ○ Doctors' assessments after exposure incidents
Training records	<ul style="list-style-type: none"> • Date(s) of annual training • Training curriculum and proof that it was developed in consultation with DPH • Names and qualifications of persons conducting training, • Names and qualifications of persons designated to respond to questions • Names and job titles of all training participants
Exposure Incidents	<ul style="list-style-type: none"> • Dated census logs, including bed locations and numbers, for at least six (6) months • Log of clients referred for TB medical evaluation and status of client TB clearance • Date of incident • Names, employee IDs, included in exposure • Disease or pathogen to which employees may have been exposed • Name and job title of person performing evaluation • Identity of any local health officers and physicians consulted • Date of evaluation • Date of contact communication and contact info for any other employers involved
Equipment	<ul style="list-style-type: none"> • Inspection reports of any ventilation systems or other engineering controls • Respiratory protection program audits
Documents	<ul style="list-style-type: none"> • Shelter employer's Cal/OSHA written Injury and Illness Prevention Program, including ATD infection control plan and Respiratory Protection program, as applicable

6. Establish clear communication pathways.

To prepare for possible ATD emergencies, establish clear communication pathways with collaborating employers, identified medical providers, and the local health department before an ATD exposure incident occurs.

Appendix A

California Code of Regulations, Title 8, Section 5199 ATD Requirements for Homeless Shelters

The Division of Occupational Safety and Health (DOSH) has prepared this summary sheet to assist employers and employees in understanding how Section 5199 applies in certain operations. This sheet is not intended to modify or replace the actual language of the standard, and employers should consult the actual language of the standard in preparing their programs.

Aerosol Transmissible Diseases – Homeless Shelters and Drug Treatment Programs

Employees in homeless shelters and drug treatment programs may be exposed to aerosol transmissible diseases (ATDs) because the populations receiving these services are at greater risk of having tuberculosis and some other ATDs. These workplaces may also be at increased risk of transmission due to a lack of adequate ventilation or crowded housing or treatment facilities. Most of these workplaces do not have trained health care providers on-site to determine whether people who are exhibiting ATD symptoms such as persistent coughing pose an infection risk. [Section 5199, Aerosol Transmissible Diseases](#), requires homeless shelters, drug treatment programs, and other work operations that come within the scope of the standard but that do not have health care providers, to establish some basic procedures for reducing the infection risk to their employees, including identification of clients who need further medical evaluation. These employers are required to:

1. Develop criteria that will be used to identify clients who should be referred to a health care provider. A suggested list of minimum criteria is included in Appendix F (*of the ATD standard*) [5199(c)(3)(B)].
2. Establish written procedures that will be used to refer the client to a health care provider (such as on-site health care services, mobile health care vans, public health agencies, or primary care providers) and to receive information back from the health care provider to determine if employees were exposed to an infectious disease and need follow-up care. (Generally referral is required within 5 hours, but an exception is provided for initial encounters that occur after 3:30 p.m.) [5199(c)(3)]
3. Establish written source control procedures for persons who enter the facility who are coughing or otherwise appear to have an ATD. These include providing the person with a surgical mask, or tissues and hand hygiene materials [5199(c)(2)].
4. While a person is in the facility awaiting referral, use source control and other measures to reduce employee exposure to droplets that may be coughed out or exhaled. These measures include, as available, placing the person in a separate room or area, preferably with a separate or filtered ventilation system. If the person is not using source control measures, the employer must provide a respirator to employees who must enter the area, if respirator use is feasible [5199(c)(5)]. Where respirators are used, the employer must have a respiratory protection program that meets the requirements of Section 5144, and subsection 5199(g) that includes employee medical evaluation, fit-testing and training.

5. Establish written communication procedures to inform employees, and other employers whose employees will have contact with the person, of the person's infectious disease status. This would apply to people who transport the client, as well as to the hospital or other facility that will receive him or her. The employer must also establish procedures to receive information from health care providers if the provider determines that a referred patient has a reportable¹ ATD [5199(c)(4)].
6. Establish procedures to provide the seasonal flu vaccine and annual TB tests to employees covered by this regulation [5199(c)(6)].
7. Establish written procedures for employees who have been exposed at work to a confirmed case of a reportable ATD. These include medical follow-up and continuation of pay for a period during which an employee is not sick but a physician or other licensed health care professional (PLHCP) recommends removal from the workplace because the employee may be contagious (unless alternate work is available) [5199)(c)(6)].
8. Provide training at or prior to an employee's initial assignment to a job covered by this regulation, and at least annually thereafter [5199(c)(7)].
9. Annually review infection control procedures with employees in their work areas, and correct any problems found [5199(c)(8)].
10. Keep vaccination records, exposure incident records, records of inspection of any ventilation systems or other engineering controls, and if applicable, records for the respiratory protection program [5199(j)].
11. Maintain employee (and patient) confidentiality in regards to medical records, including records of vaccinations, TB assessments, and post-exposure medical services [5199(h), 5199(j), 3204(a)].

¹ Title 17, California Code of Regulations, Section 2500 lists diseases that are reportable to the local health officer.

Tuberculosis

1. What is Tuberculosis (TB)?

TB is caused by germs called bacteria. TB usually affects the lungs. It can be cured with prescription medicine given by a doctor.

You'll hear these two TB terms most often: **Latent TB infection** and **Active TB disease**. Latent TB infection means you have "sleeping" (inactive) TB germs in your body and can't infect anyone. These germs can live in your body without making you sick. Latent TB infection can later become active TB disease if these germs "wake up" (become active) and multiply. If you have active TB disease, you can infect other people.

2. How does TB spread?

TB spreads through the air from one person to another. TB germs spread when a person with active TB disease coughs, sneezes, speaks, sings or laughs. Anyone near the sick person can breathe in (inhale) the TB germs. You can't catch TB from clothes, dishes, food or body contact with someone who has TB. Transmission of TB is usually associated with prolonged or frequent close contact with a person with active TB disease.

3. What are the symptoms of active TB disease?

- Coughing for more than 2-3 weeks
- Weakness
- Chest pain
- Sweating at night
- No appetite
- Weight loss
- Fever
- Chills
- Coughing up blood or mucus

4. How do you test for TB?

A TB skin test or a blood test is used to find out if a person has latent TB infection. For the skin test, a small amount of liquid (tuberculin solution) is injected under the skin on the forearm. Then, 2-3 days later, a health care provider checks to see if there is a reaction to the liquid. It may take 8-12 weeks after coming into contact with the germ for your body to show a reaction to the TB skin test. Other tests show if you have TB disease.

5. What does it mean to have a "positive" test?

A positive TB test shows that the TB germ is present in the person's body but doesn't identify active TB disease. Only about 1 out of every 10 people with latent TB infection will develop active TB disease during their lifetime. If it's positive, other tests, like a chest x-ray, will be done to see if it's latent TB infection or active TB disease. Additional tests will be given to people who test positive on the TB tests. Depending on results, you may be asked to get a re-test in a few months, or you may be given treatment.



Tuberculosis (TB) Terms:

Latent TB Infection

A condition when TB germs are in the body but aren't active. People with latent TB infection have no symptoms, don't feel sick, and can't spread TB to others.

Active TB Disease

An illness caused when TB bacteria attack a part of the body, usually the lungs. A person with active TB disease can spread TB germs to others.

For More Information

Tuberculosis Control Program

<http://publichealth.lacounty.gov/tb/index.htm>
(213) 745-0800

6/6/2013



6. How is active TB disease treated?

TB disease can be treated with different anti-TB medicines. It takes at least 6 months to 1 year to kill TB disease in your body. It's very important to take all anti-TB medicine according to schedule. If you don't take the medicines correctly, the germs can become harder to get rid of. If you stop taking the medicines too soon, you can get sick again.

7. Can latent TB infection be treated?

Yes. Your health care provider can help you find the medicine that's best for you. If you have TB infection, you can take medicine to help prevent getting TB disease later. Depending on the type of treatment, it will take about 3-9 months to kill the TB germs in your body.

8. Should someone with active TB disease be restricted from school or work?

People with active TB disease can spread TB germs to family and friends. If you have active TB disease, you may have to stay away from other people until you can't spread TB germs. Taking your medicines correctly will shorten the time you need to be separated from others.

People with latent TB infection aren't contagious and can't spread TB to others. As a result, going to school and work is safe.

9. What is the role of the LA County Department of Public Health in controlling the spread of TB?

The LA County Department of Public Health works with your doctors to assure they have current TB screening, testing, and treatment procedures. When a person with active TB disease is reported to Public Health, our staff conducts an evaluation that includes identifying and screening individuals that may have been exposed to active TB disease.



10. How can TB be prevented?

If you DO NOT have active TB disease

- Avoid spending long periods of time in tight spaces with people who have active TB disease or who have just started treatment.
- Ask your health care worker for a TB test if you've spent a lot of time with someone who had TB disease. If you have a negative reaction to the TB test, have it repeated after 2-3 months.

If you DO have active TB disease

- Take all your medicines correctly.
- Always cover your mouth when you cough and/or sneeze.

Appendix C

TB/ATD Symptom Questionnaire

Instructions for Shelter Staff:

The purpose of this form is to help identify clients who **may** have infectious TB. Please complete this form as part of the initial intake process if (1) a client reports they have a persistent cough, (2) if shelter staff sees that the client is coughing or (3) if during annual review, shelter staff notes a client has a cough that has lasted for more than 3 weeks.

HISTORY/SYMPTOMS	Yes	No
Do you have a cough that has lasted for 3 weeks or more?		
1. Have you lost weight without explanation during the past month?		
2. Have you sweated so much during the night that you've soaked your sheets or clothing, during the past month?		
3. Have you coughed up blood in the past month?		
4. Have you been more tired than usual over the past month?		
5. Have you had fevers almost daily for more than one week?		

Does the client have a cough that has lasted 3 weeks or more **AND** has answered "yes" to at least one other question above? Yes No

If you marked "YES" above, immediately refer the client to services as follows:

During weekdays: **See Appendix F** for the nearest DPH Public Health Center

During weekends, evenings, or holidays: **See Appendices H & I** for the nearest DHS Urgent Care Center or Public Hospital

Exposure Control Methods Initiated:

- Give the client a surgical face mask to wear: Done
- Instruct the client to cover their nose and mouth when coughing or sneezing: Done
- Separate the client from others and place in a well-ventilated room: Done
- Initiate medical evaluation protocols and transportation: Done

Comments _____

Client Name: _____ Arrival Date: _____

Shelter Name: _____ Shelter Phone #: _____

Shelter Address: _____

Bed Location: _____

Evaluator Name: _____

Evaluator Signature: _____ Date: _____

Appendix D

Referral for TB Screening or Clearance

Instructions for Shelter Staff: Please fill out top part and put this form and completed **Appendix C** form in an envelope to assure client confidentiality. Ask the client to take the envelope to the clinic/hospital listed in this referral.

Name of referring shelter: _____

Name shelter contact person: _____ Telephone #: _____

Client's name: _____ Client Date of Birth (MM/DD/YY): _____

Bed location: _____

Date of arrival at shelter: _____ Referral date: _____

Name of clinic/hospital to which client was referred: _____

- Referral for Screening for shelter entrance (complete in 7 days)
- Referral for Clearance due to symptoms (Immediate)

Dear Provider,

This client was referred for a TB screening or evaluation, a requirement of all persons staying at this facility.

If referral is for general TB clearance, the form must be completed within 7 days.
If referral is based on symptoms currently present, please evaluate immediately.

To be completed by clinic/hospital physician or nurse (give a copy to client):

- Cleared for stay in congregate setting Date of clearance*: _____
- Not cleared; pending additional testing/ client needs medical follow up

Clinician Name: _____

Clinic/hospital Name: _____

** Tests should include the tuberculin skin test (TST) or TB blood tests (QuantIFERON or T-SPOT) and/or may also require chest x-ray.
If Provider has medical questions, please see L.A. County TB Control Program website at <http://publichealth.lacounty.gov/tb/healthpro.htm> or call (213) 745-0800.*

Appendix E

Weekly Cough Alert Log

Instructions for Shelter Staff:

Please give this log to your ATD Administrator/TB Liaison if you have a client that has a constant cough. The ATD Administrator/TB Liaison is responsible for (1) assessing the client for signs of active ATD/TB disease and (2) determining if the client needs a referral for a medical evaluation.

Name of Shelter: _____ Date (MM/DD/YY): _____

Date TB Liaison received copy of Log (MM/DD/YY): _____

Client Name (Last, First)	Date of Birth (MM/DD/YY)	Bed Location (Bed #)	Date(s) Client Observed to be Coughing (MM/DD/YY)	Name of Staff Member(s) who Observed Client Coughing (Last, First)	Referred to which Medical Facility	Transportation Arrangements Made (e.g. ambulance, taxi, other)	Comments
1.							
2.							
3.							
4.							
5.							
6.							
7.							
8.							

Appendix F

Los Angeles County Department of Public Health, Community Health Services Division PUBLIC HEALTH CENTERS

Antelope Valley Public Health Center 335-B East Ave., K-6, Lancaster, CA 93535	(661) 723-4648
Central Public Health Center 241 Figueroa St., Los Angeles, CA 90012	(213) 240-8251
Curtis-Tucker Public Health Center 123 West Manchester Blvd., Inglewood, CA 90301	(310) 419-5333
Glendale Public Health Center 501 N. Glendale Ave., Glendale, CA 91206	(818) 500-5760
Hollywood/Wilshire Public Health Center 5205 Melrose Ave., Los Angeles, CA 90038	(323) 769-7920
Martin Luther King Jr. Center for Public Health 11833 South Wilmington Ave., Los Angeles, CA 90059	(323) 568-8100 (Select "Speak to a nurse") (323) 568-8756 (323) 568-8757
Monrovia Public Health Center 330 West Maple Ave., Monrovia, CA 91016	(626) 301-1932
Pomona Public Health Center 750 S. Park Ave., Pomona, CA 91766	(909) 868-0241
Torrance Public Health Center 711 Del Amo Blvd., Torrance, CA 90502	(310) 419-5333
Whittier Public Health Center 7643 S. Painter Ave., Whittier, CA 90602	(562) 464-5417

Appendix G

Los Angeles County Department of Public Health OTHER TUBERCULOSIS-RELATED RESOURCES

24-hour Communicable Disease Emergency Line

(888) 397-3993

Services:

- Help you report emergencies related to any disease that spreads from person-to-person

Hours:

Everyday 24 hours a day

Tuberculosis Control Program

2615 S. Grand Ave, Room 507, Los Angeles, CA 90007

(213) 745-0800

<http://www.publichealth.lacounty.gov/tb/>

(Select Option 4 "Health Ed")

Services:

- Answer your questions related to TB screening
- Help you find where to refer clients that have active TB disease symptoms
- Help you get TB-related technical assistance
- Help you get TB-related training videos/DVDs, posters, or presentations
<http://www.publichealth.lacounty.gov/tb/public.htm>
- Help you request a presentation: <http://tinyurl.com/LACSpeakersBureauRequestForm>

Hours:

Monday-Friday 8:00 am to 5:00 pm

Appendix H

Los Angeles County Department of Health Services, URGENT CARE CENTERS

El Monte Comprehensive Health Center

10953 Ramona Blvd., El Monte, CA 91731

(626) 579-8302: Main

(800) 383-4600: Appointments

Hours:

Monday – Friday

8:00 a.m. - 5:00 p.m.

Saturday (Walk-in)

9:00 a.m. - 5:00 p.m.

H. Claude Hudson Comprehensive Health Center

2829 S. Grand Ave., Los Angeles, CA 90007

(800) 341-9211: Main

(800) 383-4600: Appointments

(213) 744-3701: Urgent Care

Hours:

Monday – Friday

8:00 a.m. - 8:30 p.m.

Everyday (Urgent Care)

8:00 a.m. - 12 Midnight

Harbor/ University of California at Los Angeles (UCLA) Medical Center

1000 W. Carson St., Torrance, CA 90502

(310) 222-2356: Main

(310) 228-8110: Urgent Care

Hours:

Monday – Friday (Urgent Care)

8:00 a.m. - 11:00 p.m.

Saturday – Sunday (ER triage referral only)

10:00 a.m. - 5:00 p.m.

Everyday (Emergency Services)

24 hours a day

High Desert Multi-Service Ambulatory Care Center (MACC)

44900 N. 60th St. West, Lancaster, CA 93536

(661) 948-8581: Main

(661) 945-8520: Urgent Care

Hours:

Monday – Friday

8:00 a.m. - 4:30 p.m.

Everyday (Urgent Care)

8:00 a.m. - 12 Midnight

Hubert H. Humphrey Comprehensive Health Center

5850 S. Main St., Los Angeles, CA 90003

(323) 846-4312: Main

(323) 848-4269: Urgent Care

Hours:

Monday – Friday

8:00 a.m. - 5:00 p.m.

Everyday (Urgent Care)

8:00 a.m. - 12 Midnight

[More >](#)

Los Angeles County (LAC) + University of Southern California (USC) Medical Center

1220 N. State St., Los Angeles, CA 90033

(323) 409-2345: Main

(323) 226-3753: Urgent Care

(800) 383-4600: Customer Service Numbers

(800) 341-9211

Hours:

Monday – Saturday (Urgent Care) 7:30 a.m. - 8:30 p.m.

Everyday (Emergency Services) 24 hours a day

Martin Luther King MACC

12021 S. Wilmington Ave., Los Angeles, CA 90059

(310) 668-4321: Main

(310) 668-4426: Urgent Care

Hours:

Monday – Friday (Urgent Care) 8:00 a.m. - 4:30 p.m.

Everyday (Urgent Care) 7:30 a.m. - 11:00 p.m.

Olive View-UCLA Medical Center

14445 Olive View Dr., Sylmar, CA 91342

(818) 364-1555: Main

(818) 364-4311: Urgent Care

Hours:

Monday – Friday (Urgent Care) 8:00 a.m. - 8:00 p.m.

Saturday (Urgent Care) 8:00 a.m. - 4:00 p.m.

Everyday (Emergency Services) 24 hours a day

Roybal Comprehensive Health Center

245 S. Fetterly St., Los Angeles, CA 90022

(323) 890-2373: Main

(800) 383-4600: Appointments

(323) 780-2433: Urgent Care

Hours:

Monday – Friday 8:00 a.m. - 5:00 p.m.

Monday – Friday (Walk-in) 7:00 a.m. - 5:00 p.m.

Saturday (Walk-in) 8:30 a.m. - 5:00 p.m.

South Valley Health Center

38350 40th St. East, Palmdale, CA 93550

(661) 272-5010: Main

(661) 945-8205: Appointments

(661) 272-5050: Urgent Care

Hours:

Monday – Friday 8:00 a.m. - 8:30 p.m.

Everyday (Urgent Care) 8:00 a.m. - 12 Midnight

Appendix I

**Los Angeles County Department of Health Services,
PUBLIC HOSPITALS**

Harbor/UCLA Medical Center

1000 W. Carson St., Torrance, CA 90502

(310) 222-2345

LAC+USC Medical Center

1220 N. State St., Los Angeles, CA 90033

(323) 226-2622

Olive View-UCLA Medical Center

14445 Olive View Dr., Sylmar, CA 91342

(818) 364-1555

Appendix J

Other ATDs: Signs & Symptoms and What to do if Observed

Other aerosol transmissible diseases (ATDs), like pertussis, measles, mumps, rubella (“German measles”) and chicken pox, should also be considered when shelter staff screens clients. The following is a brief list that should prompt shelter staff to make a referral to a health care provider for further evaluation when identified through a screening process:

- Severe coughing spasms, especially if persistent; coughing fits may interfere with eating, drinking and breathing – **consider pertussis (whooping cough)**
- Fever, headache, muscle aches, tiredness, poor appetite followed by painful, swollen salivary glands on one side or both sides of face in front of ears or under jaw – **consider mumps**
- Fever, chills, cough, runny nose, watery eyes associated with onset of an unexplained rash (diffuse rash or blister-type skin rash) – **consider measles or chickenpox**
- Fever, headache, stiff neck, possibly mental status changes – **consider meningococcal disease**
- Health officials may issue alerts for community outbreaks of other diseases. They will provide screening criteria, and people must be referred to medical providers as recommended by the health officer.

If a shelter client has any of these symptoms, then shelter staff should immediately give them a surgical mask to wear, place them in a separate room away from other individuals, and contact the Department of Public Health on-call medical officer by calling the following phone number:

24-hour Communicable Disease Emergency Line

(888) 397-3993

If the shelter staff member’s phone discussion with the on-call medical officer suspects that the client has an ATD, then the on-call medical officer should assist the shelter to arrange for the client to be transferred to a hospital emergency room under ATD precautions.

The on-call medical officer should also transmit specific instructions to the emergency room staff to place the symptomatic client in isolation for ATDs (negative pressure room desirable) and to further assess the client.

Appendix K

References

- San Francisco City and County Department of Public Health. (2011). *Preventing Aerosol Transmissible Disease: A Reference Guide for Homeless Shelters and Residential Treatment Facilities*. <http://tinyurl.com/SFTBShelterGuidelines>.
- Francis J. Curry. (2011). *Tuberculosis Infection Control: A Practical Manual for Preventing TB*, p. 133.
- Centers for Disease Control and Prevention, Updated Guidelines for Using Interferon Gamma Release Assays to Detect Mycobacterium tuberculosis infection---United States, (2010). Recommendations and Reports, 59(RR05);1-25.
- Cal/OSHA Consultation Service Overview:
http://www.dir.ca.gov/dosh/dosh_publications/ConsultOverview.pdf
- How Cal/OSHA Consultation Service can help you with your workplace safety and health needs (rev. Feb 2013) --
http://www.dir.ca.gov/dosh/dosh_publications/consult.pdf#zoom=100
- Title 8, California Code of Regulations:
 - Section 5199, *Aerosol Transmissible Diseases*
<http://www.dir.ca.gov/title8/5199.html>
 - Section 5199, Appendix F (of the actual ATD Standard document) *Sample Screening Criteria for Work Settings Where No Health Care Providers Are Available (non-mandatory)*
<http://www.dir.ca.gov/title8/5199f.html>
 - Section 5144, *Respiratory Protection*
<http://www.dir.ca.gov/title8/5144.html>
 - Section 3203, *Injury and Illness Prevention Program*
<http://www.dir.ca.gov/title8/3203.html>
 - Section 3204, *Access to Employee Exposure and Medical Records*
<http://www.dir.ca.gov/title8/3204.html>

EXHIBIT D

County of Santa Clara

Office of the County Executive
Department of Risk Management
Liability/Property Insurance Division
2310 North First Street, Suite 203
San Jose, California 95131
Tel. No. (408) 441-4340 Fax (408) 441-4341



Ins. Cert. No. FY18-094

CERTIFICATE OF COVERAGE ISSUED BY COUNTY OF SANTA CLARA

This is to Certify to: State of California, Military Department
8490 Wren Avenue
Gilroy, CA 95020-4120
Attn: SSG Monica Estrada & Mrs. Jacqueline Cervantes

That the following described coverages are in force on this date as set forth below:

Assured: County of Santa Clara
70 W. Hedding Street
San Jose, CA 95110

<u>Insurer</u>	<u>Expiration</u>
1. Self-Funded Retention	Continuous
2. Self-Funded Retention	Continuous
3. Self-Funded Retention	Continuous

<u>Type of Coverage</u>	<u>Limits</u>
1. Comprehensive General & Automobile Liability	\$2,000,000 Per Occurrence
2. Workers' Compensation	\$4,000,000 Per Occurrence
3. Physical Damage	\$ 50,000

This certificate of coverage is provided by the County of Santa Clara to the above named certificate holder. The coverage specified herein will not be cancelled or reduced without thirty (30) days written notice from County of Santa Clara to the certificate holder. This certificate pertains to the agreement between State of California, Military Department and County of Santa Clara, Office of Supportive Housing's use of the facility for Emergency Shelter Program from October 2, 2017 through April 15, 2018.

Hank Ford, D

Hank Ford
Insurance Technical Manager
September 22, 2017

HF:td

FY18-094EmergencyShelterContract_Housing

EXHIBIT E



DEPARTMENT OF THE ARMY AND AIRFORCE
NATIONAL GUARD BUREAU
INDUSTRIAL HYGIENE SOUTHWEST
10510 Superfortress Ave, Ste. C
Mather, CA 95655

ARNG-CSG-P

05 Jan 2016

MEMORANDUM THRU California Army National Guard, ATTN: Occupational Health Manager (OHM), 1LT Joaquin Vargas 3900 Roseville Road Sacramento, California 95660 (916) 826-7967 Joaquin.a.vargas3.mil@mail.mil

FOR Commander, Gilroy National Guard Armory, 149th Chem Co. (MS) (UIC WP84AA), 8490 Wren Avenue Gilroy, California 95020

CF: LTC Bryan M. Keels; bryan.m.keels.mil@mail.mil

SUBJECT: Executive Summary for Industrial Hygiene Site Assistance Visit (IHSAV) for Gilroy National Guard Armory, 149th Chem Co. (MS) (UIC WP84AA), 8490 Wren Avenue Gilroy, California 95020 conducted on 14/12/2015.

1. References.

- a. ARNG-CSG All States Memorandum, SUBJECT: Possible Lead Dust Hazard in Army National Guard (ARNG) Readiness Centers, dated 23 September 2015.
- b. DODI 6055.01 Appendix to Enclosure 4, Implementing Guidance for Controlling Surface Contamination in Operations using Lead, Hexavalent Chromium, and Cadmium, dated 14 OCT 2014
- c. Army National Guard (ARNG), Industrial Hygiene Sampling Guide for Surface Lead in Readiness Centers (RC), dated 27 OCT 2015.
- d. Conducting Industrial Hygienist Data, attached.

2. General.

- a. At the request of the NGB Industrial Hygiene, Southwest (IHSW) Region, a limited sampling to identify possible lead surface contamination for your facility on 14/12/2015.
- b. Use of trademark names in the attached data, or this Executive Summary, does not imply Army National Guard endorsement of any product.
- c. The purpose of this IHSAV is to assist with the states responsibility to conduct annual lead surface wipe sampling at ARNG Readiness Centers (RCs)/Facilities that contain active,

nonfunctional, closed, or disposed Indoor Firing Ranges (IFRs). The annual surface sampling is to assess possible lead surface levels within these facilities and does not relieve the ARNG-CSG-P

SUBJECT: Executive Summary for Industrial Hygiene Site Assistance Visit (IHSAV) for Gilroy National Guard Armory, 149th Chem Co. (MS) (UIC WP84AA), 8490 Wren Avenue Gilroy, California 95020 conducted on 14/12/2015.

requirements for the comprehensive industrial hygiene survey; active IFR industrial hygiene evaluation; or assessment of inactive IFRs identified for rehabilitation and conversion.

3. Observations / Recommendations.

a. The analysis results received for the samples collected indicate the following, checked as applicable:

(1) Areas noted within the attached Sample Field Data Sheet, sample locations noted on facility floor plan, and the attached laboratory analysis results indicate surface lead particulate either exceeds the 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) or 200 $\mu\text{g}/\text{ft}^2$ ARNG standard and require cleaning and/or reevaluation. (**RAC 2, as applicable for non-ARNG personnel**)

(a) Recommend treating/cleaning areas noted within attached data to below 40 $\mu\text{g}/\text{ft}^2$ or 200 $\mu\text{g}/\text{ft}^2$ IAW space and occupancy type. This should include reevaluation.

(b) IHSW further recommends the actions listed within paragraph 3.a.(4), this memorandum.

(c) IHSW recommends continued cleaning within the administrative offices, kitchen, and communal areas to maintain lead particulate concentrations as free as practical and below the ARNG standard of 40 $\mu\text{g}/\text{ft}^2$. Utilize the enclosed Clean-up SOP as a guide to assist with the prevention efforts. Ensure personnel clean-up area(s) and tables after weapons cleaning activities. Tables used for weapons cleaning should be marked, "For Weapons Cleaning Only," when utilized as such. (DODI 6055.01 Appendix to Enclosure 4, date 14 OCT 2014)

(2) Areas noted within the attached Sample Field Data Sheet, sample locations noted on facility floor plan, and the attached laboratory analysis results indicate surface lead particulate are below the 40 $\mu\text{g}/\text{ft}^2$ and 200 $\mu\text{g}/\text{ft}^2$, for the areas sampled. (**RAC NOT ASSIGNED**)

(a) Although below the 40 $\mu\text{g}/\text{ft}^2$ and 200 $\mu\text{g}/\text{ft}^2$ threshold, IHSW recommends continued cleaning within the administrative offices, kitchen, and communal areas to maintain lead particulate concentrations as free as practical and below the ARNG standard of 40 $\mu\text{g}/\text{ft}^2$. Utilize the enclosed Clean-up SOP as a guide to assist with the prevention efforts. Ensure personnel clean-up area(s) and tables after weapons cleaning activities. Tables used for weapons cleaning should be marked, "For Weapons Cleaning Only," when utilized as such. (DODI 6055.01 Appendix to Enclosure 4, date 14 OCT 2014)

(b) IHSW further recommends the actions listed within paragraph 3.a.(4), this memorandum.

ARNG-CSG-P

SUBJECT: Executive Summary for Industrial Hygiene Site Assistance Visit (IHSAV) for Gilroy National Guard Armory, 149th Chem Co. (MS) (UIC WP84AA) 8490 Wren Avenue Gilroy, California 95020 conducted on 14/12/2015.

(3) Areas noted within the attached Sample Field Data Sheet, sample locations noted on facility floor plan, and the attached laboratory analysis results indicate surface lead particulate are below the 40 µg/ft², 200 µg/ft², and are also below the Limit of Detection (LOD)/Below Reporting Limit (BRL) for the areas sampled. (RAC NOT ASSIGNED)

(4) Although the analysis results are returned below the ARNG recommendations, other regulatory requirements are required as it relates to lead.

(a) Occupant Notifications. Recommend the State ARNG make appropriate notifications to all occupants outlining the potential hazards, measures persons must take to ensure their health, and to outline the State ARNG's plan to remediate (abate), if necessary, the elevated lead levels within the facility as required by Federal, State, and local laws, regulations, and requirements. At the minimum, the following occupancy groups should be included within the notifications: AGR, IDT personnel, state employees, contract employees, youth program personnel, and all civilians. Note, the attached report may provide co-tenant organizations for inclusion of notifications. Documentation of notifications should be maintained by the facility command for future reference. (Reference 29 CFR 1910.1025 as a resource guide)

(b) Medical Surveillance. Recommend the State Occupational Health, or Medical Service Corp, determine the medical surveillance requirements based on occupancy type and occupancy responsibilities, i.e. administrative personnel, state maintenance workers, contract personnel, civilian population, and personnel who may maintain or support IFR operations.

4. For additional information please contact the NGB-IHSW office at (916) 854-1491 or via email at ronald.w.fauli.mil@mail.mil.

////////s////////
RON W. FAULL
NGB, IHSW, CIV
Regional Industrial
Hygienist

Attachments:

1. Sample Field Data Sheet
2. Drawing - Facility Floor Plan with Lead Wipe Sample Locations
3. Laboratory Report
4. Notes, as applicable

State: California	RC Location: Gilroy	Date: December 14, 2015	
Sampling Performed By:	John Murphy		
Status of IFR at this RC:	Converted - Now used for Storage		
Sample ID Number	Room/Area	Surface	Result $\mu\text{g}/\text{ft}^2$
CA - GILR - 01	Former IFR, floor in front of bullet trap	Bare concrete	270.0
CA - GILR - 02	Former IFR, floor midrange area	Bare concrete	7.2
CA - GILR - 03	Former IFR, east wall 4-feet up	Painted concrete	2.1
CA - GILR - 04	Former IFR, north wall 4-feet up	Painted concrete	13.0
CA - GILR - 05	Former IFR, west wall 4-feet up	Painted concrete	4.5
CA - GILR - 06	Former IFR, south wall 4-feet up	Painted metal bullet deflector	4.6
CA - GILR - 07	Entrance to former IFR - floor	Bare concrete	<1.3
CA - GILR - 08	Drill hall floor northwest area	Bare concrete	<1.3
CA - GILR - 09	Drill hall floor southwest area	Bare concrete	<1.3
CA - GILR - 10	Drill hall floor northeast area	Bare concrete	<1.3
CA - GILR - 11	Drill hall floor southeast area	Bare concrete	<1.3
CA - GILR - 12	Armory main entrance floor, south side	Floor tile	<1.3
CA - GILR - 13	Armory main entrance floor, north side	Floor tile	<1.3
CA - GILR - 14	Recruiting office #1, floor at entrance	Carpet	<1.3
CA - GILR - 15	Recruiting office #1 desktop	Laminate	<1.3
CA - GILR - 16	Chief's office room #5, floor at entrance	Floor tile	1.4
CA - GILR - 17	Chief's office room #5, desktop	Laminate	<1.3
CA - GILR - 18	Men's restroom, floor at entrance	Ceramic tile	<1.3
CA - GILR - 19	Women's restroom	Ceramic tile	<1.3
CA - GILR - 20	Classroom #4, center floor area	Floor tile	2.9
CA - GILR - 21	Classroom #4, desktop	Laminate	4.3
CA - GILR - 22	Kitchen, floor at entrance	Ceramic tile	<1.3
CA - GILR - 23	Kitchen, food preparation surface	Stainless steel	<1.3
CA - GILR - 24	Blank	NA	<1.3
CA - GILR - 25	Blank	NA	<1.3

Metals Analysis of HUD Wipes

OnPoint Construction
Manoli
322 Land Rd.

Burlingame, CA 94010

Client ID: CH1000
Report Number: M176285
Date Received: 09/01/16
Date Analyzed: 09/07/16
Date Printed: 09/07/16
First Reported: 09/07/16

Job ID / Site: Gilroy Armory, Gilroy, Ca
Date(s) Collected: 9/1/16

FALI Job ID: CH1000-5314
Total Samples Submitted: 1
Total Samples Analyzed: 1

Sample Number	Lab Number	Area ft ²	Analyte	Result	Result Units	Reporting Limit*	Method Reference
ARMORY GILROY	30747691	1.00	Pb	10	ug/ft ²	8	NIOSH 9100/7082

* The Reporting Limit represents the lowest amount of analyte that the laboratory can confidently detect in the sample, and is not a regulatory level. The Units for the Reporting Limit are the same as the Units for the Final Results.

Daniele Siu

Daniele Siu, Laboratory Supervisor, Hayward Laboratory

Analytical results and reports are generated by Forensic Analytical at the request of and for the exclusive use of the person or entity (client) named on such report. Results, reports or copies of same will not be released by Forensic Analytical to any third party without prior written request from client. This report applies only to the sample(s) tested. Supporting laboratory documentation is available upon request. This report must not be reproduced except in full, unless approved by Forensic Analytical. The client is solely responsible for the use and interpretation of test results and reports requested from Forensic Analytical. Forensic Analytical is not able to assess the degree of hazard resulting from materials analyzed. Forensic Analytical reserves the right to dispose of all samples after a period of thirty (30) days, according to all state and federal guidelines, unless otherwise specified. Any modifications that have been made to referenced test methods are documented in Forensic Analytical's Standard Operating Procedures Manual. Sample results have not been blank corrected. Quality control and sample receipt condition were acceptable unless otherwise noted.

EXHIBIT F

JANITORIAL AND CUSTODIAL SERVICES

LICENSEE, at LICENSEE's sole cost and expense, shall furnish the following commercial janitorial services and supplies to PREMISES during the term of this LICENSE:

- A. Trash disposal,
- B. Janitorial services sufficient to maintain the interior in a clean well-maintained condition; that is, to eliminate all visible dirt, litter, grime, stains, etc., to the greatest practical degree possible, by performing at least the following:
 - (1) Empty and clean all trash containers, and dispose of all trash and rubbish.
 - (2) Clean and maintain in a sanitary and odor-free condition all floors, basins, toilet bowls, and urinals.
 - (3) Furnish and replenish all latrine toilet supplies (including soap, towels, seat covers, toilet tissue, and sanitary napkins). Furnish and replenish paper towel supply in all areas of the leased space.
 - (4) Sweep or dust mop all hard surface floors or carpeted areas, including stairways and halls. Offices with hard surface floors in the public lobby area shall be damp-mopped daily.
 - (5) Wash latrine mirrors, remove finger marks and smudges from all glass entrance doors.
 - (6) Specifically check and remove spots and/or spills from the floors, carpets, or stairways as needed, but not less frequently than the end of each occupancy period.
 - (7) Following the last day of use, PREMISES shall be deep cleaned, which includes the following:
 - a. The assembly hall shall be waxed and buffed to a high shine
 - b. The hallways shall be waxed to a high shine
 - c. The bathrooms shall be steam cleaned and disinfected to the highest degree removing stains and mold in grout and other discoloration and build up in showers and tiled areas.
 - d. If kitchen is used in any way, wipe down and disinfect kitchen area to include cleaning of all stainless steel counters and appliances.

Santa Rosa Armory

Shelter Operations Plan

Required Actions

Recognizing the need for additional winter shelter beds during the 2017-2018 winter season, the Saint Vincent de Paul Board President and Executive Committee has approved the funding necessary to operate a temporary winter shelter that will run from December 15th, 2017, to March 15th, 2018. This shelter will serve as a night shelter that will help people living without stable shelter find refuge during this wet and cold winter season. This document will guide the establishment and implementation of the temporary winter shelter, as well as the day-to-day operations of the shelter, located at the National Guard Armory in Santa Rosa.

Under the regulations that govern use of National Guard property, local jurisdictions, be it a city or county government, must act as the “applicant.” Working in connection with the National Guard’s Armory Services Division, the jurisdiction and its designated “care provider” (nonprofit service agency) must:

- Determine the number of beds the space will hold;
- Have the local Fire Marshall sign off on the use of the site as a temporary shelter;
- Hire a licensed security provider to maintain peace and order at the site;
- Provide daily janitorial services at the site, in addition to hiring janitorial services to execute a deep cleaning of the site prior to the expiration of the lease;
- Hire staff capable of handling the needs of shelter visitors;
- Appoint at least one person to serve as a “Public Health Liaison” who possesses a basic understanding of airborne illnesses, their transmission, as well as how to mitigate transmission;
- List the State of California, and its officers, agents, and designees as additionally insured with single incident insurance of up to \$2,000,000.

In addition to the required actions listed above, SVdP staff will adequately notice surrounding neighborhoods, and neighborhoods along high traffic corridors spanning from Downtown Santa Rosa to the Armory. Noticing will consist of knocking on doors and handing out flyers. All neighbors will be given a direct line to the Shelter Supervisor. This will begin immediately after the License Agreement between the National Guard and the County has occurred.

Size, Scope and Staffing

Currently, staff at St. Vincent de Paul District Council of Sonoma, Inc. (SVdP) have determined that an 80-bed shelter is within our organization’s capability, and would also address the needs of a large number of shelterless individuals currently occupying spaces throughout Santa Rosa and the surrounding environs. St. Vincent de Paul has also contacted its insurance provider, NIAC, and determined that NIAC is capable of providing up to \$2,000,000 for single incident insurance coverage to the National Guard and the State of California.

In addition, SVdP staff have determined that the successful operation of this temporary winter shelter will require a minimum of six additional staff members who are dedicated to shelter operations. Currently, SVdP has the option to hire all six of the needed positions, of which, two people (Fawn Moran and Sam Barnhardt) have extensive experience in shelter services. Mr. Barnhardt was a Shelter Supervisor at the Armory the last time it was used as a temporary winter shelter.

Below is a shift schedule SVdP will use every night to successfully provide around-the-clock supervision of the shelter. SVdP reserves the right to adjust staffing schedules, as needed.

6:00 pm	Shelter Supervisor	Assistant Supervisor	Shelter Coordinator	Shelter Coordinator	Security Guard
7:00 pm	Shelter Supervisor	Assistant Supervisor	Shelter Coordinator	Shelter Coordinator	Security Guard
8:00 pm	Shelter Supervisor	Assistant Supervisor	Shelter Coordinator	Shelter Coordinator	Security Guard
9:00 pm	Shelter Supervisor	Assistant Supervisor	Shelter Coordinator	Shelter Coordinator	Security Guard
10:00 pm	Shelter Supervisor	Assistant Supervisor	Shelter Coordinator	Shelter Coordinator	Security Guard
11:00 pm	Shelter Supervisor	Assistant Supervisor			
12:00 am	Shelter Supervisor	Assistant Supervisor			
1:00 am	Shelter Supervisor	Assistant Supervisor			
2:00 am	Shelter Supervisor	Assistant Supervisor			
3:00 am	Shelter Supervisor	Assistant Supervisor			
4:00 am	Shelter Supervisor	Assistant Supervisor			
5:00 am	Shelter Supervisor	Assistant Supervisor	Shelter Coordinator	Janitor	Security Guard
6:00 am	Shelter Supervisor	Assistant Supervisor	Shelter Coordinator	Janitor	Security Guard
7:00 am	Shelter Supervisor	Assistant Supervisor	Shelter Coordinator	Janitor	Security Guard

SVdP staff will serve multiple functions, chief among them is to provide direct support to the Armory's guests. The Shelter Supervisors will serve as the Public Health Liaisons to ensure that there is always at least one person on site that is capable of serving this function. These staff members will be trained and well versed in illness transmission and how to prevent it in a shelter environment. This will be done in concurrence with the standards put forward by the National Guard, as outlined in the Los Angeles County Department of Public Health Shelter Guidelines. What's more, SVdP staff will provide janitorial services every morning to ensure that the premise is left clean, without dirt, grime, and bacteria, and always ready for occupation by the National Guard.

Security & Janitorial Services

SVdP has the option to hire SOCO Private Security as the licensed security provider, which is required by the National Guard. SOCO Private Security has extensive experience with providing security services for people experiencing homelessness, including in the Saint Rose Neighborhood, the West End, and Old Railroad Square. As per the license agreement, on-site security will be provided during the initial hours of operation every night. The security officer will usher guests in when the shelter opens at 7:00 pm, and remain at the Armory until 11:00 pm, one hour after lights out at 10:00 pm. In addition to the presence of a licensed security guard, the National Guard stations two uniformed guardsmen at the Armory throughout the night. SVdP also has the option to hire G&G Janitorial Services to provide the necessary disinfecting clean every morning after guests have left the building.

Housing-focused Shelter

To best operate in concert with the objectives set forth by local policymakers, SVdP intends to make this a housing-focused shelter by January 1, 2018, by hiring two people who can serve this function. Fawn Moran, who has previously worked for the Sonoma County Task Force on Homelessness, has an understanding of coordinated intake, the Health Management Information System, in addition to her deep experience providing direct case management services to people experiencing homelessness. SVdP has hired Fawn and one other individual to learn best coordinated intake practices from the Community Development Commission and apply them to this temporary winter shelter. What's more, Fawn will also serve as a Service Navigator and help identify and secure permanent housing for people who frequent the shelter. SVdP will apply rental assistance funds, as needed, to support these efforts.

Shelter Staff

- Sam Barnhardt, Shelter Supervisor
- Fawn Moran, Service Navigator
- Wade Barnhardt, Assistant Shelter Supervisor
- Brandon Rojas, Assistant Shelter Supervisor
- “Shorty”, Shelter Coordinator
- William B. Daye, Shelter Coordinator
- Antonio Moretti, Shelter Coordinator/Janitor

Budget

Item/Service	Daily Cost	90-day Total
Armory Lease	\$540/night	\$48,600
Salaries/Compensation	\$655.60/night	\$59,004
Insurance	\$13.30/night	\$1,197
Supplies/Miscellaneous	\$25.00/night	\$2,250
Security Guard	\$160/night	\$14,400
Janitorial Services	\$120/night	\$10,800

Sum Total (90-day operation): \$136,251

National Guard drill days (6 blackout days): -\$9,083.4

- Project Total, (minus drill days): \$127,161.6



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 44
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: December 12, 2017

Vote Requirement: 4/5

Department or Agency Name(s): Permit Sonoma

Staff Name and Phone Number:

Jennifer Barrett, 565-1900
Jane Riley, 565-7388
Christa Shaw, 565-2421

Supervisorial District(s):

All

Title: Emergency and Immediate Housing Needs Created by the Sonoma Complex Fire; Residential Use of Recreational Vehicles and Manufactured Homes, Repair and Reconstruction of Fire Damaged Structures, and Streamlining of Permit Processing for Fire Recovery.

Recommended Actions:

Adopt an Urgency Ordinance to Amend Chapter 40 of the Sonoma County Code to:

- a. Allow Recreational Vehicles, Tent Camps and Campgrounds in K Districts by Zoning Permit for Year Round Occupancy by Fire-Displaced Persons;
- b. Allow Residential Use of Recreational Vehicles and Manufactured Homes for FEMA Projects in the PF, M1, M2 and MP Districts;
- c. Allow an Increase in Density in Existing Mobile Home Parks;
- d. Apply Future Standards to Be Developed by the County and State Department of Housing and Community Development for Mobile Home Parks and Manufactured Homes;
- e. Provide Streamlined Processing of Design Review and Waiver of Well Testing for the Reconstruction and Repair of Fire-Damaged Dwellings;
- f. Allow Manufactured Homes on Fire-Damaged Lots for Reconstruction;
- g. Extend the Expiration Date of Tentative Maps and Other Land Use Entitlements; and
- h. Make Miscellaneous Other Changes.

Executive Summary:

Staff recommends adoption of an urgency ordinance to facilitate the creation of temporary housing, streamline permitting processes for reconstruction of fire-damaged dwellings, and extend the expiration of certain land use approvals in recognition that increased competition for construction and economic resources caused by the fires may delay completion of already permitted projects. This item meets the Board's direction at its October 31, 2017 meeting, and continues the Board's actions to expand the amount of emergency and immediate housing for persons displaced by the Sonoma Complex Fire.

Discussion:

Background

From October 24, 2017 through November 7, 2017, the Board adopted the following measures to expedite and incentivize immediate temporary disaster housing to respond to disastrous effects of the Sonoma Complex Fire on the County's rental housing crisis:

October 24, 2017. The Board:

- Adopted Urgency Interim Ordinance No. 6209, establishing a 45-day moratorium on new vacation rental permits.
- Adopted Urgency Ordinance No. 6210, adopting a new Chapter of the County Code (Chapter 40) to:
 - Allow the residential use of recreational vehicles and travel trailers for 45 days in all zoning districts, without a permit;
 - Allow displaced persons to use recreational vehicles and travel trailers in residential zones after the 45-day period;
 - Extend the occupancy of farmworker housing from seasonal to year-round;
 - Allow displaced persons to rent existing guest houses and other residential accessory structures;
 - Allow displaced persons to rent promotional and marketing accommodations, farmstays, bed and breakfast inns, resorts, retreats, camps, and similar uses;
 - Waive all or portion of impact fees for new accessory dwelling units, depending on unit size;
 - Allow safe parking programs at County-owned facilities and privately owned sites;
 - Provide for relocation of damaged child care and educational facilities; and
 - Allow the reconstruction and expansion of fire-damaged nonconforming residential structures.

October 31, 2017. The Board adopted Resolution No. 17-0426 and Urgency Ordinance No. 6212 to allow displaced persons to rent existing residential structures in the County's agricultural zoning districts, including on parcels restricted by Williamson Act contracts.

November 7, 2017. The Board adopted Resolution No. 17-0438 and Urgency Ordinance No. 6213 to:

- Allow displaced persons to rent recreational vehicles in agricultural zoning districts;
- Allow displaced renters as well as owners to rent recreational vehicles under Chapter 40; and
- Allow rental of RVs and residential accessory structures (such as guest quarters) on parcels restricted by Williamson Act contracts.

This latest urgency ordinance makes further revisions to Chapter 40 of the County Code to continue the Board's leadership on housing issues and meet the Board's direction and policy goals. The draft ordinance has been discussed with Chair Zane and Supervisor Rabbitt, the two Housing Liaisons designated by the Board. The proposed revisions are summarized below.

Recreational Vehicles, Tent Camps and Campgrounds in K Districts.

The zoning code currently requires a use permit for the residential use of recreational vehicles, tent camps and campgrounds in the K (Recreational and Visitor-Serving Commercial) zoning district. This proposed amendment would apply outside of the coastal zone and allow these uses to be approved by zoning permit, rather than use permit, subject to administrative design review and minimum standards for sewer, water and electric hookups. If and when interim standards applicable to special occupancy parks are developed between the state Department of Housing and Community Development and the

County, as envisioned in Governor Brown's Executive Order B-43-17, those standards would also apply. Occupancy in these new parks would be allowed 365 days per year for persons displaced by the Sonoma Complex Fire, but would retain the current limit of 90 consecutive days per year for other occupants. Transient occupancy would still be allowed, subject to payment and reporting of transit occupancy tax.

Residential Use of Recreational Vehicles and Manufactured Homes for FEMA Projects in the PF, M1, M2 and MP Districts.

This amendment would allow the placement of multiple units of recreational vehicles, manufactured homes, and other temporary residential unit types approved by FEMA on sites in the PF (Public Facilities), M1 (Limited Urban Industrial), M2 (Heavy industrial), and MP (Industrial Park) zoning districts. These districts typically have access to urban services. Eligible projects would have to be constructed by FEMA, in cooperation with FEMA, or under contract with FEMA and consist of housing approved and provided by FEMA or housing approved by the Director of Permit Sonoma. The housing would have to meet all FEMA standards for such uses. If and when interim standards are developed between the County and the state Department of Housing and Community Development, as envisioned in Governor Brown's Executive Order B-43-17, those standards would also apply, but would not trump FEMA standards. Uses allowed by this amendment would be temporary, with removal required on or before December 31, 2019, unless the code provisions are modified or extended by later action of the Board.

Expansion of Existing Mobile Home Park Sites.

Existing, permitted mobile home parks have approved densities for the number of permitted units. The zoning code currently allows that density to be up to a maximum of 135% of the density of the underlying zoning, but at least one existing permitted park is not at that maximum. This provision would allow an existing park with a current use permit to expand within its approved site to 135% of the underlying density without having to go through another use permit process. A zoning permit approved by the director of Permit Sonoma or his/her designee would be required, and health and safety standards would be enforced.

Standards for Mobile Home Parks and Manufactured Homes.

Governor Brown's Executive Order B-43-17 envisions that interim standards will be developed jointly by the County and the state Department of Housing and Community Development, to apply during a three year period between October 18, 2017 and October 17, 2020, while certain provisions of state law governing mobile home parks and special occupancy parks (recreational vehicle parks) are suspended. If and when these interim standards are adopted by the county, those standards would also apply to mobile home parks and special occupancy parks, provided that they do not conflict with FEMA standards for uses subject to the FEMA standards.

Design Review for Reconstruction and Repair of Fire-Damaged Dwellings

Residential structures do not require design review in the County, unless they are located in an area designated as a Scenic Landscape Unit in the General Plan. The Sonoma Complex Fire burned approximately 1,757 parcels located within a Scenic Landscape Unit. This amendment would provide an expedited, ministerial design review process for reconstructing residential structures in Scenic Landscape Units. Reconstruction applications would be reviewed by the Permit Sonoma director or his/her designee, and applications that are determined to comply with the design standards shall be approved. No public notice would be necessary for these reconstruction applications, and the director's

approval would be final and not subject to appeal. The proposed ministerial design standards are attached to this summary as Attachment B and are modeled after the Taylor/Sonoma/Mayacama Mountain Design Guidelines. The new standards would be specific to reconstruction and redesigned structures in fire-damaged areas, and would not be codified.

Applications that do not comply with the design standards would be subject to the administrative design review process otherwise provided for in the zoning code. Applications to reconstruct destroyed or damaged commercial and industrial structures could be approved through the administrative design review process in the discretion of the Permit Sonoma director. If the director determines that administrative design review is not appropriate for a particular commercial or industrial reconstruction application, the project would go through the design review process provided in the zoning code.

Reconstruction in Groundwater Availability Zones 3 and 4

This amendment would allow reconstruction of fire-destroyed dwellings on lots not connected to public water service and located in groundwater availability zones 3 (marginal groundwater availability) and 4 (low or highly variable yield), without the need to submit well pump test documentation that would otherwise be required. This provision would apply only to applications for reconstruction or repair of dwellings destroyed or damaged by the Sonoma Complex Fire, and not to applications for new construction. Requiring submission of well pump tests for reconstructed homes could delay reconstruction, because testing can only be conducted during a limited seasonal window (July 15-October 1), and is of limited utility when a destroyed home is merely being replaced with a new home. Moreover, in many cases reconstruction may result in reduced overall water use, because reconstructed homes will be required to conform to water efficiency and conservation requirements under current building and plumbing codes. These requirements include installation of water-conserving showerheads, kitchen faucets, toilets, and plumbing fixtures.

Allow Manufactured Home on Fire-Damaged Lots for Reconstruction

Recreational vehicles are already allowed for temporary residential use by displaced persons on fire-damaged lots. This provision would allow a manufactured home for the same purpose, subject to the provision of adequate services, with removal required prior to issuance of final occupancy for the reconstructed primary residence, unless the structure is otherwise permitted as an accessory or junior dwelling unit.

One Year Extension for Tentative Subdivision Maps and Other Entitlements.

This ordinance would extend valid approvals for specified tentative maps, lot line adjustments, and use permit entitlements. These extensions recognize the economic hardship and shortages of labor and materials created by the Sonoma Complex Fire, and would allow Permit Sonoma staff to give priority to recovery and rebuilding. The ordinance would provide the following automatic extensions of time:

- Tentative subdivision maps that were approved on or after December 12, 2015 and have not already been granted an extension would be extended by one year, for a total initial term of 36 months. The default initial term under state law and the county code is 24 months, but state law permits local governments to approve an additional 12 months by ordinance. The extension provided by this ordinance would not affect a subdivider’s ability to request additional extensions up to the maximum period. Any land use entitlements granted concurrently with an extended tentative map would also be extended, so they will not expire before the associated map.
- Valid lot line adjustment approvals would be extended by one year.
- Use permits, zoning permits, variances, and design review approvals that are valid and not expired as of the effective date of this ordinance would be extended one year beyond their current expiration dates.

Prior Board Actions:

On October 24, 2017, the Board adopted Urgency Interim Ordinance No. 6209, establishing a 45-day moratorium on new vacation rental permits, and Urgency Ordinance No. 6210, adopting a new Chapter of the County Code to expand the amount of emergency and immediate housing in Sonoma County.

On October 31, 2017, the Board adopted Resolution No. 17-0426 and Urgency Ordinance No. 6212 to allow displaced persons to rent existing residential structures in the County’s agricultural zoning districts, including on parcels restricted by Williamson Act contracts.

On November 7, 2017, the Board adopted Resolution No. 17-0438 and Urgency Ordinance No. 6213 to allow displaced persons to rent recreational vehicles in agricultural zoning districts, allow displaced renters as well as owners to rent recreational vehicles under Chapter 40; and allow rental of recreational vehicles and residential accessory structures on parcels restricted by Williamson Act contracts.

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

Fiscal Summary			
Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			
Narrative Explanation of Fiscal Impacts:			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
<p>Attachment A: Urgency Ordinance Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Amending Chapter 40 Of The Sonoma County Code To Provide Standards For Temporary Emergency Housing In The K, PF, M1, M2, And MP Zones And The Repair And Reconstruction Of Fire Damaged Structures, And Make Other Minor Changes.</p> <p>Exhibit A to Ordinance: Chapter 40</p> <p>Attachment B: Draft Standards for Waiver of Design Review Requirements for Structure Replacement and Redesign in Burn Areas.</p>			

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

ORDINANCE NO. ()

**AN URGENCY ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SONOMA, STATE OF CALIFORNIA, AMENDING CHAPTER 40 OF THE SONOMA COUNTY CODE TO PROVIDE STANDARDS FOR TEMPORARY EMERGENCY HOUSING IN THE K, PF, M1, M2, AND MP ZONES AND THE REPAIR AND RECONSTRUCTION OF FIRE DAMAGED STRUCTURES, AND MAKE OTHER MINOR CHANGES
URGENCY ORDINANCE: 4/5 VOTE REQUIRED**

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

Section I. Emergency Findings. This urgency ordinance is adopted pursuant to California Government Code sections 25123(d) and 25131 and shall take effect immediately upon its approval by at least a four-fifths vote of the Board of Supervisors. The Board finds that this ordinance is necessary for the immediate preservation of the public peace, health and safety, based upon the following facts:

1. Conditions of extreme peril to the safety of persons and property within the County were caused by fast-moving and widespread fires, referred to as the Sonoma Complex Fire, commencing on the 8th day of October, 2017, at which time the Board of Supervisors was not in session.
2. California Government Code section 8630 and Sonoma County Code section 10-5 empower the County Administrator to proclaim the existence of a local emergency when the county is affected or likely to be affected by a public calamity, subject to ratification by the Board of Supervisors at the earliest practicable time.
3. On October 9, 2017, the County Administrator of the County of Sonoma proclaimed the existence of a local emergency within the Sonoma County Operational Area and also requested that the Governor of the State of California make available California Disaster Act Assistance and seek all available forms of disaster assistance and relief programs, including a request for a Presidential Declaration of a Major Disaster.
4. On October 9, 2017, the Governor of the State of California proclaimed a State of Emergency for Sonoma and other counties and has declared Sonoma County eligible for Fire Management Assistance Grant and other relief programs.
5. By Executive Order B-43-17, Governor Brown suspended until October 17, 2020 certain provisions of the Health and Safety Code, the California Code of Regulations and planning and zoning requirements in

Government Code sections 65852.3 through 65863.13 as said code and regulations apply to manufactured homes and mobile home parks for use as housing projects in Sonoma County; and

6. On October 10, 2017, the Board of Supervisors adopted Resolution No. 17-0389 ratifying the County Administrator's proclamation of the existence of a local emergency with the Sonoma County Operation Area and requesting that the Governor of the State of California make available California Disaster Act Assistance and seek all available forms of disaster assistance and relief programs, including a request for a Presidential Declaration of a Major Disaster.
7. On October 10, 2017, the President declared the existence of a major disaster in the State of California and ordered Federal aid to supplement state and local recovery efforts in the areas affected by wildfires, including the Sonoma Complex Fire, beginning on October 8, 2017, and continuing.
8. On November 7, 2017, the Board of Supervisors adopted Resolution No. 17-0431, amending Resolution No. 17-389 and extending the proclamation of local emergency issued on October 9, 2017 for another 30 days, based on the ongoing and imminent threat to public safety and undamaged property arising from damage caused by the Sonoma Complex Fire and the onset of the rainy season.
9. On December 5, 2017, the Board of Supervisors adopted a resolution extending the proclamation of emergency for an additional 30 days, due to the ongoing and imminent threat to public safety and undamaged property arising from damage caused by the Sonoma Complex Fire and the onset of the rainy season.
10. The Sonoma Complex Fire destroyed approximately 5,091 housing structures in Sonoma County, consumed more than 110,000 acres, and displaced thousands of Sonoma County residents.
11. The Board of Supervisors previously found that Sonoma County is experiencing a housing crisis. Even prior to the Sonoma Complex Fire, there existed in the unincorporated county area a severe lack of rental housing that is affordable to lower and moderate income residents.
12. The housing units destroyed by the Sonoma Complex Fire increased this rental housing shortage by several orders of magnitude and also severely reduced the number of owner-occupied housing units in the County.
13. Destruction of housing units in other nearby counties, including Lake, Napa, Solano and Mendocino Counties further exacerbates the ability of

persons who live and work in Sonoma County and have been displaced by the Sonoma Complex Fire to relocate to other housing.

14. By Resolution No. 17-0389, the Board of Supervisors ordered that the County of Sonoma shall review and consider waiver of other regulations that may hinder response and recovery efforts, including housing recovery.
15. It is essential that the changes made by this ordinance to the Sonoma County Code and various County housing, permitting and health and safety policies related to use and occupancy of residential dwellings be implemented immediately to allow the fastest possible transition of homeless and displaced residents to interim and long term shelter.

Section II. Chapter 40, entitled Sonoma Complex Fire Disaster Recovery, modified as set forth in Exhibit A to this ordinance, is hereby added to the Sonoma County Code, to remain in effect until December 31, 2019, unless extended or otherwise modified by the Board of Supervisors.

Section III. Adoption of this Ordinance is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Public Resources Code Section 21080(b)(3) regarding projects to maintain, repair, restore, or replace property or facilities damaged or destroyed as a result of a declared disaster and Section 21080(b)(4) regarding actions to mitigate or prevent an emergency, and CEQA Guidelines Section 15269(a) regarding maintaining, repairing, restoring, demolishing, or replacing property or facilities damaged or destroyed as a result of a disaster stricken area in which a state of emergency has been proclaimed by the Governor pursuant to the California Emergency Services Act, commencing with Section 8550 of the Government Code.

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

Section V. This Ordinance shall be and the same is hereby declared to be in full force and effect immediately upon its passage by a four-fifths (4/5) or greater vote. A fair and accurate summary of this ordinance shall be published once before the expiration of fifteen (15) days after said passage, with the names of the Supervisors voting for or against the same, in *The Press Democrat*, a newspaper of general circulation published in the County of Sonoma, State of California. Pursuant to Government Code section 25124, a complete copy of Exhibit "A" to this ordinance is on file with the Clerk of the Board of Supervisors and is available for public inspection and copying during regular business hours in the office of the Clerk of the Board of Supervisors, 575 Administration Drive, Room 100A, Santa Rosa.

In regular session of the Board of Supervisors of the County of Sonoma, introduced and passed on the 12th day of December, 2017, on regular roll call of the members of said Board by the following vote:

SUPERVISORS:

Gorin: ___ Rabbitt: ___ Gore: ___ Hopkins: ___ Zane: ___

Ayes: ___ Noes: ___ Absent: ___ Abstain: ___

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

SO ORDERED.

Chair, Board of Supervisors
County of Sonoma

ATTEST:

Sheryl Bratton,
Clerk of the Board of Supervisors

EXHIBIT A
CHAPTER 40
SONOMA COMPLEX FIRE DISASTER RECOVERY

Article 02. – General.

Sec. 40.02.010. – Title.

This chapter shall be known as the Sonoma Complex Fire Disaster Recovery Ordinance.

Sec. 40.02.020. – Purpose.

This chapter is enacted for the purpose of modifying and/or temporarily suspending various county housing, permitting and health and safety codes and policies to allow the fastest possible transition of residents made homeless or displaced by the Sonoma Complex Fire to interim and long term shelter and to house people in safe, secure, habitable housing on a temporary basis.

Sec. 40.02.030. – Administration.

This chapter shall be administered under the direction of the board of supervisors, by and through the director and other departments specified herein.

Sec. 40.02.035. – Administrative standards.

The director may establish administrative standards for use in implementing this chapter. Any administrative standards established pursuant to this chapter shall be made available to the public on the Permit and Resource Management Department’s website and upon request at the department.

Sec. 40.02.040. – Effective Period.

- A. The provisions in this chapter shall remain in effect until December 31, 2019, unless otherwise specified herein, subject to extension or modification by the board of supervisors. Unless extended or modified by the board of supervisors, this chapter shall expire on December 31, 2019, and be of no further force or effect.
- B. Unless otherwise provided herein, no residential recreational vehicle use or interim housing authorized pursuant to this chapter shall be used for permanent housing after the expiration date of this ordinance.

Article 3. – Glossary.

Sec. 40.03.010. – Purpose.

This article provides definitions of terms and phrases used in this chapter that are technical or specialized, or that may not reflect common usage. If any of the definitions in this article

conflict with definitions in other provisions of this code, these definitions shall control for the purposes of this chapter. If a word is not defined in this article, or in other provisions of this code, the director shall determine the correct definition.

Sec. 40.03.020. – Definitions.

CalOES. The California Governor’s Office of Emergency Services or successor agency.

Director. The director of the permit and resource management department of the county or his or her authorized representative.

Displaced person(s). A county resident or residents whose residential dwelling has been destroyed or damaged by the Sonoma Complex Fire, such that the resident(s) cannot occupy the dwelling. Displaced person(s) may be required to provide verification to the county to substantiate their eligibility for uses, permits and/or approvals described in this chapter. Evidence may consist of verification by Federal Emergency Management Agency (FEMA) registration or damage assessment, and/or a driver’s license or other government-issued identification card or utility bill, etc. with a physical address showing the resident resided on a legal parcel impacted by the Sonoma Complex Fire, as determined by the county. Such determination may be made by the director or other county personnel.

Effective Date. The date of board adoption of this ordinance.

FEMA. The Federal Emergency Management Agency or successor agency.

Fire-damaged lot. A lot, as defined in Sec. 26-02-140 of this Code, that as of October 8, 2017 contained a legal permitted or legal non-conforming structure that was damaged or destroyed in the Sonoma Complex Fire.

Manufactured home. For purposes of this chapter only, “manufactured home” includes any type of temporary housing provided by or authorized for use by FEMA for housing related to recovery from the Sonoma Complex Fire, including but not limited to manufactured housing, park model homes and other similar types of temporary housing.

Reconstruction. Replacement of a conforming or legal non-conforming structure that was destroyed by the Sonoma Complex Fire on the same lot and with no change in use.

Repair. Repair of a structure damaged by the Sonoma Complex Fire with no change in use.

Recreational vehicle. A motor home, travel trailer, truck camper or camping trailer that is (1) self-contained and designed for human habitation for recreational or emergency occupancy; (2) self-propelled, truck-mounted, or permanently towable on California roadways; and (3) a California Department of Motor Vehicles licensed vehicle; or a similar vehicle or structure as determined by the director.

Sonoma Complex Fire. The series of fires that swept Sonoma County beginning on October 8, 2017, as referenced in board of supervisors resolution number 17-0389, adopted October 10, 2017, and which were the subject of the Proclamation of a State of Emergency by Governor Edmund J. Brown and the Major Disaster Proclamation for California issued by President Donald J. Trump.

Article 4. – Residential Use of Recreational Vehicles and Manufactured Homes.

Sec. 40.04.010. – Residential Use of Recreational Vehicles.

- A. Initial use. For a period of 45 days from the Effective Date, residential use and occupancy of recreational vehicles on any residential lot in any zoning district outside of the area affected by the Sonoma Complex Fire shall be allowed without county approval, zoning or building permit, provided that such lots and/or vehicles have temporary septic holding capacity and/or portable toilets that are serviced through routine pumping services or use of dump stations.
- B. Recreational vehicles for reconstruction or repair of damaged dwellings. The use of recreational vehicles in any residential zoning district outside of the coastal zone during the term of this ordinance shall be allowed, subject to county approval or permit as applicable, for use by persons displaced by the Sonoma Complex Fire, subject to the requirements in Sections 40.04.010.C and D.
- C. Standards. Other than as provided in Section 40.04.010.A, all residential use of recreational vehicles shall meet the following standards.
 - 1. The property owner or the property owner’s authorized agent shall obtain a county temporary use approval or permit and all other required permits. Written consent of the property owner is required in all cases.
 - 2. Residential use of recreational vehicles is limited to vehicles not on a permanent foundation and used to house displaced persons during the Effective Period set forth in Section 40.02.040.
 - 3. Residential use of recreational vehicles shall be located outside the boundaries of any recorded easements.
 - 4. The recreational vehicle shall be connected to an approved source of water meeting one of the following criteria:
 - a. Public water supply;
 - b. Existing well provided that it has been approved by the director as safe for domestic consumption; or
 - c. Other water source approved by the director.

5. The recreational vehicle shall be connected to an approved sewage disposal system meeting one of the following criteria:
 - a. Public sewer system;
 - b. Existing on-site sewage disposal system that has been approved by the director to be intact, adequately sized, and functioning following the disaster;
 - c. Temporary holding tank with a contract with a pumping company for regular pumping. A copy of the contract shall be provided to the director;
or
 - d. Other method of sewage disposal approved by the director.
6. The recreational vehicle shall be connected to an approved source of electricity meeting one of the following criteria:
 - a. Permitted electrical service hook-up; or
 - b. Other power source approved by the director.
7. Residential use of recreational vehicles under this ordinance shall not be allowed in an area with health and safety hazards as determined by the director.
8. Recreational vehicles for residential use on fire-affected sites shall meet the following additional standards:
 - a. Residential use of recreational vehicles on fire-affected sites shall be permitted only on parcels on which a permitted or legally established residence was destroyed, or damaged and rendered uninhabitable as determined by the director as a result of the Sonoma Complex Fire. Proof that a destroyed or damaged residence was permitted or legally established shall be verified by the director based on prior final building permit or assessor's records, or other documentation satisfactory to the director.
 - b. Except as provided herein, no county approval or permit for residential use of a recreational vehicle shall be issued until the site is approved for reconstruction by the county, CalOES or FEMA.
 - c. Recreational vehicles may be located within Zoning Ordinance setback areas, other than riparian setbacks, such that placement of the recreational vehicle will allow for unobstructed reconstruction on the site.

9. Recreational vehicles for residential use on lots not affected by the Sonoma Complex Fire shall comply with all Zoning Ordinance and riparian setback requirements.
- D. Removal and disconnection. Every recreational vehicle placed on any site for residential use as permitted by this Chapter shall be disconnected from sewer, septic, water and/or power connections and removed from the site on which it is located no later than the expiration date of this ordinance.

Sec. 40.04.020. – Recreational Vehicles, Tent Camps and Campgrounds in K Zones.

- A. Permitted use. Notwithstanding any contrary provision of this code, during the term of this ordinance, recreational vehicles, tent camps and campgrounds shall be a permitted use in the K zone except within the coastal zone, subject to a zoning permit and administrative design review. The minimum requirements for sewage disposal, water connection and electrical connection set forth in Section 40.04.010.C shall be met.
- B. Occupancy. Notwithstanding any contrary provision of this code, continuous occupancy of recreational vehicles, tent camps and campgrounds approved pursuant to this section shall be permitted 365 days per year provided that the occupants are displaced persons. Transient occupancy is not precluded for recreational vehicles, tent camps and campgrounds approved pursuant to this section, but all transient use shall remain subject to the payment and reporting of transient occupancy tax.

Sec. 40.04.030. – Residential Use of Recreational Vehicles and Manufactured Homes for Temporary Emergency Housing in the PF, M1, M2 and MP Districts.

- A. Permitted uses. Notwithstanding any contrary provision of this code, multiple units or groups of manufactured homes and recreational vehicles as defined in this chapter shall be allowed for temporary emergency housing on privately owned property in the PF, M1, M2 and MP districts except within the coastal zone, subject to issuance of a zoning permit and administrative design review, provided that such uses meet or exceed the standards specified in section 40.04.010.C, meet all FEMA standards for such uses and are developed pursuant to a contract or agreement with FEMA or consist of housing units provided or approved by FEMA.
- B. Occupancy by displaced persons. Use of manufactured homes or recreational vehicles allowed pursuant to this section shall be limited to displaced persons. During the term of this ordinance, notwithstanding any existing definition in county code, continuous occupancy shall be permitted 365 days per year for all manufactured homes or recreational vehicles allowed pursuant to this section. Transient or visitor serving occupancy is not permitted.
- C. Removal requirements. Upon the expiration of this section the temporary use shall cease, and the operator and/or owner shall be required to remove all utility and other installations made to accommodate the use, to the satisfaction of the director. Permits

and other approvals issued pursuant to this section shall be conditioned to require compliance with this requirement. Execution of a covenant to perform removal tasks, satisfactory in form to the director and county counsel shall be required prior to issuance of a permit for the proposed use. A bond or undertaking sufficient to cover costs of removal may be required, in the discretion of the director.

Sec. 40.04.040. – Expansion of Existing Mobile Home Parks.

Existing mobile home parks authorized by use permit except within the coastal zone may expand within the existing permitted site to a maximum permitted residential density of one hundred thirty-five percent (135%) of the density established by the zoning map, subject to issuance of a zoning permit.

Sec. 40.04.050. – Standards for Residential Use of Manufactured Homes and Recreational Vehicles.

Governor Brown’s Executive Order B-43-17 provides in part that, “[T]he Department of Housing and Community Development (HCD) and local enforcement agencies with designated disaster authority will jointly develop permitting, operating and construction standards to maintain reasonable health and safety standards for the disaster survivors, the residents and the surrounding communities in the impacted areas.” Upon the adoption of such standards by HCD and the county, any use of manufactured homes or recreational vehicles as defined herein and allowed pursuant to this chapter shall be subject to such standards, unless different and equally protective FEMA standards apply, in which case the FEMA standards shall apply.

Article 5 – Additional Housing And Recovery Provisions.

Sec. 40.05.010. – Suspension of Occupancy Limits on Seasonal Farmworker Housing.

This code currently allows seasonal farmworker housing and extended seasonal farmworker housing in certain agricultural districts, to be occupied for not more than one hundred eighty (180) days in any calendar year and subject to regulation pursuant to Title 25 of the California Code of Regulations. Notwithstanding any contrary provision in this code, seasonal farmworker housing and extended seasonal farmworker housing may be occupied for up to 365 days in any calendar year, provided that such seasonal farmworker housing or extended seasonal farmworker housing shall remain subject to all other existing regulations and limitations, standards, except that the park and traffic mitigation fees described in County Code section 26-88-010(1)(13) shall not become due or payable as the result of interim housing use.

Sec. 40.05.020. – Rental of Existing Guest Houses, Pool Houses and Residential Accessory Structures.

Notwithstanding any contrary provision in this code, existing guest houses, pool houses, and residential accessory structures may be rented as interim housing for persons displaced by the Sonoma Complex Fire, but shall remain subject to all other existing regulations and limitations.

Sec. 40.05.030. – Rental of Existing Promotional or Marketing Accommodations, Farmstays, Bed and Breakfast Inns, Resorts, Retreats, Camps or other similar uses.

Notwithstanding any contrary provision in this code or use permit conditions, existing rental or residential occupancy of promotional or marketing accommodations, farmstays, bed and breakfast inns, resorts, retreats, camps or other similar visitor serving uses shall be allowed as interim housing for persons displaced by the Sonoma Complex Fire.

Sec. 40.05.035. – Use and Rental of Certain Existing Dwellings and Recreational Vehicles on Agricultural Parcels.

- A. Existing dwellings. Notwithstanding any contrary provision in this code, or the contrary terms of any agricultural easement or land conservation contract made pursuant to this code, existing main or primary dwellings and farm family dwellings on agricultural parcels may be used by or rented to persons displaced by the Sonoma Complex Fire, provided that such use or rental does not displace agricultural employees or farm workers.
- B. Recreational vehicles. Notwithstanding any contrary provision in this code, one or more recreational vehicles as defined herein may be placed on LIA, LEA and/or DA parcels outside of the coastal zone for use or rental by persons displaced by the Sonoma Complex Fire, subject to county permit or approval, and subject to the following standards.
 - 1. All installations of recreational vehicles for residential use shall meet the standards for wastewater disposal, water and electrical power connections set forth in Section 40.04.010.C.
 - 2. Additional capacity for disposal of wastewater may be achieved by placement of holding tank(s) on the parcel consistent with Section 40.04.010.C.
- C. State regulations. Nothing in this ordinance removes or suspends regulatory requirements or authority of the State Department of Housing and Community Development to regulate residential use of recreational vehicles as special occupancy parks or otherwise, other than as such provisions are suspended or modified by State law and/or an Executive Order or emergency proclamation by the Governor.

Sec. 40.05.040. – Fee Waivers for Accessory Dwelling Units.

- A. Purpose. The code currently requires payment of permit processing fees and development fees in connection with applications for new accessory dwelling units (ADUs). Notwithstanding any contrary provision in this code, for fire-affected parcels where the primary dwelling is reconstructed, new ADU applications shall be eligible for fee waivers in accordance with this section.
- B. Internal conversions. When a reconstructed single-family dwelling that was previously connected to public sewer service is built to the originally permitted dimensions without

changing the footprint or square footage of the original dwelling, building permit processing fees shall be waived for an accessory dwelling unit (ADU) that is incorporated into the interior of the dwelling. No development fees are applicable. The ADU shall conform with all other applicable codes and standards, including Sec. 26-88-060, and shall be identified in the application submittal.

- C. Detached ADUs. For any other new ADU that is constructed with a reconstructed single-family dwelling, fees shall be waived as follows, provided that the new ADU is consistent with zoning and meets applicable standards of Sec. 26-88-060 (accessory dwelling units):
 - 1. Building and zoning permit fees.
 - 2. Development fees:
 - a. New ADUs up to 750 square feet: development fees waived.
 - b. New ADUs between 751-1000 square feet: 50% of development fees waived.

Sec. 40.05.050. – Safe Parking.

- A. Safe parking at designated county-owned facilities. Notwithstanding any contrary provision of Chapter 18 of this code, overnight parking shall be permitted at designated safe parking program sites on county-owned property, subject to the following basic requirements:
 - 1. The site has been approved and designated by the Department of General Services as a “safe parking” site, subject to maximum capacity limitations and any other criteria deemed necessary or appropriate by General Services.
 - 2. Overnight parking shall not be permitted except on designated sites that are actively managed and operated by a legal entity that has been approved by the Director of the Community Development Commission (CDC) and General Services as a safe parking program site manager. The safe parking program site manager shall ensure that its safe parking site provides the level of services and security commensurate with the overnight parking capacity of the safe parking site, as determined by CDC and General Services.
 - 3. Registration is required for overnight parking at safe parking program sites. Registration shall not exceed the designated capacity of the site. Displaced persons shall have registration priority over other members of the public.
- B. Safe parking programs on privately owned sites. A safe parking program may be operated on privately owned sites in any zoning district with the permission of the property owner, subject to approval by the Director of CDC and further subject to

compliance with any additional requirements that may be deemed reasonably necessary by the Director of CDC in consultation with County Counsel.

Sec. 40.05.060. – Waiver of County Use Permit Requirement for Relocation of Damaged Child Care and Educational Facilities.

Notwithstanding any contrary provision in this code, relocation of any day care center, child care facility, elementary school, junior high school, high school or institution of higher education housed in premises made uninhabitable by the Sonoma Complex Fire may be relocated to existing buildings in MP (Industrial Park), C1 (Commercial Neighborhood), CO (Administrative and Professional Office, PF (Public Facilities), or to any site within an existing religious facility, subject only to a zoning permit, and if required, a building permit for renovations. Nothing in this ordinance waives or affects any State law requirements applicable to such facilities.

Sec. 40.05.070. – Legal Nonconforming Uses and Structures.

- A. Structures that exceed allowable density. Notwithstanding any contrary provision of this code, nonconforming residential structures that exceed allowable density may be rebuilt and reconstructed and expanded in floor area by 10% of the original floor area.
- B. Structures damaged or destroyed by the Sonoma Complex Fire. Notwithstanding any contrary provision of this code, nonconforming residential structures damaged or destroyed by the Sonoma Complex Fire need not be rebuilt on the original foundation footprint. Structures that conform to allowable density may be rebuilt and expanded subject to lot coverage and setback requirements and to all other applicable requirements of the code, provided that the improvements do not increase the existing nonconforming portion of the structure.

Article 6. – Reconstruction and Repair of Fire-Damaged Structures.

Sec. 40.06.010. – Design Review.

- A. Scenic Landscape Units.
 - 1. Design standards. The director shall establish ministerial design standards for review of applications for reconstruction and repair of residential structures.
 - 2. Reconstruction and repair of residential structures. Notwithstanding any contrary provisions of this code, applications for reconstruction and repair of residential structures on fire-damaged lots located in an SR combining district and also within a scenic landscape unit as shown in the general plan open space element shall be subject to review and approval by the director. Applications that conform to the design standards established under section 40.06.010.A shall be approved. The director's decision shall be final and the provisions of section 26-92-040(a)-(b) of this code shall not apply. Applications that do not comply with the design standards established under section 40.06.010.A shall be subject to administrative design review under Chapter 26 of this code.

- B. Commercial and industrial structures. Notwithstanding any contrary provisions of this code, applications for reconstruction and repair of commercial and industrial structures on fire-damaged lots may, in the discretion of the director, be subject to administrative design review pursuant to Chapter 26 of this code. If the director determines that administrative design review is not appropriate or otherwise not applicable, the application for reconstruction or repair shall be subject to design review under Chapter 26 of this code.

Sec. 40.06.020. – Residential Use of Manufactured Homes.

Manufactured homes may be used for temporary residential use on fire-damaged lots by displaced persons where an application and site plan for reconstruction of the primary residential structure has been submitted to PRMD and the use complies with the standards set forth in Sections 40.04.010.C, except that the manufactured home may be placed on a pad or foundation. Upon completion of the permanent residential structure, and as a condition of receiving final inspection and approval for occupancy of the permanent residential structure, the manufactured home and any installed pad or foundation shall be removed. For purposes of this section only, the definition of manufactured home in section 26.02.040 of this code shall apply.

Sec. 40.06.030. – Groundwater Availability.

Notwithstanding any contrary provision in this code, compliance with sec. 7-12 of this code shall not be required in connection with an application for reconstruction or repair of a residential dwelling unit on a fire-damaged lot, as defined in this chapter.

Article 7. – Extensions of Tentative Maps and Other Specified Land Use Approvals

Sec. 40-07-010. – Tentative Maps and Other Entitlements.

- A. Tentative maps. Notwithstanding any contrary provision of this Code, tentative maps for parcels outside the coastal zone that were approved or conditionally approved on or after December 12, 2015 and have not already been granted an extension of time are hereby extended by one year, to expire 36 months after the date of approval or conditional approval. As used in this article, the term “tentative map” refers to tentative maps, tentative parcel maps, and vesting tentative maps.
- B. Concurrent land use approvals. Notwithstanding any contrary provision of this code, for tentative maps extended pursuant to Sec. 40-07-010(A) above, any separate discretionary land use approval that was granted in conjunction with the tentative map approval is hereby extended consistent with the extended tentative map.
- C. Lot line adjustments. Notwithstanding any contrary provision of this code, for parcels outside the coastal zone a lot line adjustment approval that is valid and not expired as of the effective date of this section is hereby extended one year beyond its current date of expiration.

- D. Other approvals. Any use permit, zoning permit, variance, or design review approval granted under Chapter 26 of this code that is valid and not expired as of the effective date of this section is hereby extended for one year beyond its current date of expiration.

Standards for Waiver of Design Review Requirements

Purpose:

The standards of this division are intended to:

- Facilitate expedited repair, replacement or redesign of residential structures in the Scenic Landscape Units that were damaged or destroyed in the October 2017 Sonoma Complex Fires;
- Ensure that rebuilt structures will preserve public views of hillsides, ridgelines, and natural vegetation; and,
- Provide for compatibility of land uses, maintain privacy for property owners where feasible, and mitigate future fire hazards.

Applicability:

This section applies to properties designated as a Scenic Landscape Unit (SLU) in the General Plan Open Space Maps with a Scenic Resources (SR) combining district in areas burned or otherwise physically damaged as a result of the October 2017 Sonoma Complex Fire.

Exempt Structures. The requirements of this section shall not apply to:

- a. Accessory structure(s) that do not require a Building Permit;
- b. Replacement barns and similar agricultural support structures that do not require a use permit in the agricultural zones.
- c. Farm family, agricultural employee, and seasonal or year round farmworker housing; and
- d. Structure(s) that are not or would not be visible at the time of construction from public views.

Definitions:

- A. Unless otherwise defined herein, all terms used in this Ordinance shall be defined in the Sonoma County Development Code.
- B. "Reconstructed Structures" shall mean a replacement structure which is substantially similar to the structure which was destroyed by the Sonoma Complex Fire.
- C. "Redesigned Structures" shall mean a replacement structure which is not substantially similar to a structure that was destroyed by the Sonoma Complex Fire.
- D. "Substantially similar" shall mean reasonably similar in use, siting, dimensions, floor area, square footage, height and lot coverage as determined by the Director, based upon information and input from the property owner, county records, the general public, and taking into account changes and modifications which are required by applicable building codes and standards or would allow for the installation of solar infrastructure.
- E. "Visible" shall mean what is visible to a person of normal eyesight from public views.

Standards:

Architectural Standards for Reconstructed Structures. All structures, including fences, shall comply with the following standards, except as may be exempted above.

- a. The structure(s) shall be designed to reflect the rural character of the surrounding environment.
- b. Building Materials and Exterior Colors
 1. Building colors used for roofing, siding, and glazing shall be local earth tones blending with the natural environment of the site. Darker, flat tones, with low reflectivity such as, browns, black, and greens shall be used.
 2. Building Materials and colors shall not have a Light Reflective Value (LRV) greater than 30%.
 3. All new windows facing the public street shall have low reflectivity or anti-glare coatings designed to minimize reflectivity.
 4. Building materials shall be a color and texture which is fitting with the surrounding hillside, e.g., bricks, natural wood, or stone.
- c. Lighting, Exterior
 1. Exterior lighting shall be downward facing, fully shielded, Dark Sky Compliant, and located at the lowest possible point to the ground to prevent glare, light pollution, and unnecessary glow in the rural night sky. Fully shielded lights have shades or covers that screen the bulb from view while casting light to the ground or building surface.
 2. Light fixtures shall not be located at the periphery of the property, shall not wash out structures or any portions of the project site, and shall not spill over onto adjacent properties or into the night sky.
 3. Exterior luminaires shall have a maximum output of 1000 lumens per fixture.
 4. Total illuminance beyond the property line created by simultaneous operation of all exterior lighting shall not exceed 1.0 lux.
 5. All roadway, parking, and driveway lights shall be low profile utilizing full cut-off fixtures.
 6. Flood lights are prohibited.
 7. If security lighting is necessary, it shall be motion-sensor activated only.

Architectural and Site Design Standards for Redesigned Structures. All structures, including fences, shall comply with the and following standards, except for reconstructed structures, or as may be exempted above.

- a. Siting
 1. On hills and ridges, no portion of a redesigned single-family dwelling, or any portion of an accessory structure shall project above the hillside or silhouette against the sky when viewed from public roads.
 2. All new features of site development that are subject to these standards shall, to the extent feasible, be located to be substantially screened when viewed from public roads.

3. Placement of new or redesigned structures shall be clustered to the extent feasible.
4. The location of redesigned structures in compliance with this Section shall comply with all applicable codes regarding fire, safety, on-site sewage disposal, drainage, geologic, and other constraints. Where these constraints make it infeasible to substantially screen the structures and related site development, they shall be located in the least visible location on the parcel.

b. Grading

1. Grading shall be minimized to the extent necessary to site new structures.
2. All exposed slopes and disturbed soil resulting from new site development shall be graded so as to be gently sloping and blend with the natural topography.
3. The grade and alignment of new access roads, including any driveway, related to the construction of any new or redesigned structure shall be located and designed to minimize the visibility of each road and road cut.
4. Alteration of natural landforms as a result of grading, cutting, or filling shall be minimized. New development which requires grading, cutting, or filling of more than 50 cubic yards shall require design review.

c. Architectural Design

1. New or redesigned residential units or accessory structures shall be designed to locate windows, balconies, and outdoor living areas with consideration for the privacy of adjacent dwellings and yards, to the maximum extent feasible.
2. Building facades shall have varying vertical planes and overhangs shall be used as a means to create changing shadow lines to reduce the visual mass of forms. Building architectural elevations shall be stepped to follow the natural contour of the slope and to minimize building heights.
3. Non-reflective, pitched roofs shall be used, and roof slopes shall follow the natural slope and contours of the land.
4. Structural underpinnings for decks, additions or foundation structures that exceed six feet in height shall be integrated into the design aesthetic of the building.
5. Accessory buildings shall be designed to be consistent with the architecture and exterior finish materials and colors of the main building.
6. Parking areas shall be screened from view through siting, design, and landscaping.
7. Dark and non-reflective driveway materials shall be used.
8. Impervious surfaces should be minimized to reduce runoff.

Landscaping Standards. Site development shall require landscaping plan in compliance with Section 7D-3 (Water Efficient Landscape Regulations), County Code Chapter 13 (Fire Safety Ordinance), and Emergency Services Department Vegetation Management Guidelines, except as provided by Subsection (c)(3)c.

- a. The applicant shall provide the Department with a site plan indicating if any vegetation or other topographic features is proposed to be removed as well as vegetation to be retained and used to substantially screen the site development.
- b. Existing vegetation or existing topographic features shall be used, where feasible, to substantially screen site development as viewed from public roads.
- c. If the existing topography and vegetation would not screen structures from view from public roads, landscaping shall be installed consisting of native vegetation in natural groupings that fit with the character of the area in order to substantially screen structures as viewed from public roads.
- d. Landscaping necessary to accomplish substantial screening shall be of sufficient size and density at maturity to screen the structure within ten (10) years following installation.
- e. Regraded slopes and disturbed soils shall be revegetated with fire resistant and drought plants tolerant per the Vegetation Management Guidelines, with massing and coverage characteristics suitable to minimize soil erosion.
- f. Plant species used for any screening and revegetation required by these standards shall be fire resistant and drought tolerant per the Vegetation Management Guidelines. Planting shall also comply with the fire safe standards.
- g. Waiver or Modification of Landscaping Requirements. Where the Director determines that because of soil, climatic conditions, or topographic conditions, the landscaping otherwise required by this Subsection would not be feasible, the Director may waive the landscaping requirements, provided that the dwelling and/or appurtenant structure(s) is constructed in the least visible location on the building site. The Director shall not waive the landscaping requirements unless the Director has first determined that the applicant has:
 1. Explored all reasonable alternative measures to screen or otherwise reduce the visibility of the structures, and associated site development, to the same degree as the landscaping requirements that would be waived; and
 2. Proposed an alternative or demonstrated that landscaping is not necessary and/or feasible for the particular structure and/or site development at issue.



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 45
(This Section for use by Clerk of the Board Only.)

To: Sonoma County Board of Supervisors

Board Agenda Date: December 12, 2017

Vote Requirement: Majority

Department or Agency Name(s): Human Services, Health and Probation Departments

Staff Name and Phone Number:

Oscar Chavez, 707-565-3812

Supervisorial District(s):

All

Title: Sonoma County 2-1-1 update

Recommended Actions:

Accept information report on the current status, challenges and future of Sonoma County's 2-1-1 Information and Referral system.

Executive Summary:

Sonoma County 2-1-1 is the designated information and referral call center provider for the County, and serves to connect residents in need to non-emergency health and human service resources and programs. Increased service demand over the years along with limited funding for staffing and changing technology have hampered 2-1-1's ability to meet the growing needs of the community.

Discussion:

In July 2000, the Federal Communications Commission (FCC) reserved the 2-1-1 dialing code for community information and referral services. The FCC intended the 2-1-1 code as an easy-to-remember, universally recognizable number that enables a critical connection between residents in need to non-emergency health and human service resources. The FCC charged each state with implementing the 2-1-1 program.

In California, the California Public Utilities Commission (CPUC) authorizes one qualifying local agency in each County to host the 2-1-1 program. For Sonoma County, the CPUC designated the Volunteer Center of Sonoma County as the 2-1-1 Information and Referral provider.

Locally, Sonoma County 2-1-1 maintains a database of 543 community-based organizations that link the community to 1,247 free or low cost programs. Information about local and regional health and human service providers is available 24 hours a day, 7 day a week through an online searchable database or by calling 2-1-1 to speak with a Certified Information and Referral Specialist. Evening and weekend calls are

routed and handled by the San Bernardino County 2-1-1 provider.

Information collected over the past five years shows housing as the most requested need followed by incomes supports and assistance, legal and public safety services, food assistance and health care. Each call and web visit made to 2-1-1 is logged and tracked through an electronic data management system. The electronic data management system collects and tracks data on the types of calls and web visits, frequent referrals, unmet needs, demographic information of callers and emergency trends. Each month, 2-1-1 Sonoma County creates a report for service providers and the public detailing how 2-1-1 is used. The monthly report may be found on the 2-1-1 website.

In 2016, 2-1-1 received a total of 20,029 distinct calls. The peak months are February through April when 8,273 calls were made to 2-1-1 for assistance in making tax preparation appointments for the Earn it, Keep it, Save it program. Monthly follow-up calls are made to roughly ten percent of the calls received to assess caller satisfaction and to see if the caller's needs were met. Since January 2017, 2-1-1 has received over 21,267 calls. 3,397 calls were received during the month of October. The majority of those calls were related to the October wildfire relief efforts.

Sonoma County 2-1-1 in Times of Emergency and Natural Disaster

During times of emergency or natural disaster, 2-1-1 has played an important role in supporting the community by providing disaster related information to individuals and vulnerable populations. During the recent fires in Sonoma County, 2-1-1 received 2,788 disaster related calls for assistance or information requests. 2-1-1 assisted the county and city emergency operation centers in disseminating information and press releases related to the fires. Crucially, 2-1-1 directed callers to evacuation locations, food distribution sites, volunteer opportunities, FEMA resources, disaster CalFresh and special assistance for vulnerable populations.

Sonoma County 2-1-1 also played a part in the August 2015 Lake County fires. 2-1-1 was asked by the EOC to serve Lake County since there is no 2-1-1 provider there. 2-1-1 fielded 1,499 disaster related calls between the months of August to November. 2-1-1 Information and Referral Specialists took damage assessments on properties; provided information and referrals for housing, shelter, food, animal welfare, and disaster relief; as well as providing many residents' first-hand information about the status of their homes.

After major flooding in the Russian River in December of 2014, 2-1-1 responded to sixty-nine flood-related calls and provided critical information to homeowners with flood damage.

In times of emergency and disaster, 2-1-1 systems across the country are critical tool for successful disaster response. To continue to provide efficient and effective services to residents, Sonoma County must ensure our local 2-1-1 system is adequately staffed and funded.

Funding and Organizational Structure

In Fiscal Year 2016/2017, 2-1-1's total operating budget was \$393,808. Over half of the total budget (\$209,808) was provided by the Human Services Department, which funded 2-1-1 to provide Cal Fresh

outreach and application assistance, Affordable Care Act application assistance, and scheduling for tax assistance preparation. \$95,000 was provided by United Way of the Wine Country for tax preparation scheduling and core support and \$89,000 was raised through local philanthropy.

2-1-1 is staffed by a full-time manager, one full-time Lead Information and Referral Specialist, two half-time Information and Referral Specialists, one part-time Database Coordinator and one Volunteer Call Specialist and two Season of Sharing volunteers.

Sonoma County 2-1-1 Programmatic Challenges

Attracting revenue from public and private sectors to sustain and grow 2-1-1 has been a challenge for the Volunteer Center. In an effort to garner funding support from local cities, 2-1-1 presented information to each of the cities on the number of calls and people served in their communities. While city staff saw the value 2-1-1 provided to their residents, no funding commitments were made. Many funders and private foundations are focused on funding direct client services. Few invest in core operating support.

2-1-1 is not sufficiently staffed to meet current workload and call center service demand. One consequence of staff shortages is that 2-1-1's database of program information is not updated frequently with current and up to date information. 2-1-1 relies on non-profit agencies to update program information as programs change or as new programs begin. This has been a challenge as non-profit agencies have limited staff support to monitor and update their information on the 2-1-1 database. 2-1-1 is looking for ways to improve and automate the process of updating program information to ensure that the information collected is current and accurate.

Many residents and organizations are unaware that 2-1-1 exists, especially in the outlying communities. With limited staff and no funding for outreach and marketing, 2-1-1 has struggled to effectively engage rural residents and keep a visible presence in the community. 2-1-1 primarily relies on non-profit and government agencies to make referrals. Outreach and marketing of 2-1-1's valuable services to high-need, rural parts of the County will require more staff resources.

Technology is critical to maintaining the 2-1-1 call center and online database. 2-1-1 is financially challenged with the costs of upgrading the current 2-1-1 system. As demand for mobile information access increases, 2-1-1 will need to expand how people and organizations access information to remain relevant and viable as an information and referral system.

The future of Sonoma County 2-1-1

In order to maintain a robust, accurate and responsive Information and Referral system, 2-1-1 needs to invest in new technology to maintain and improve its call center software and web enabled database. 2-1-1 will begin the Alliance of Information & Referral Systems (AIRS) National Accreditation renewal process in 2018. The AIRS Accreditation assesses the ability of an Information and Referral program to demonstrate full compliance with the AIRS Standards for Professional Information and Referral and serves as the primary quality assurance mechanism for affirming information and referral excellence.

To sustain and grow its operating budget 2-1-1 will continue its efforts to secure additional service contracts with local cities and other county departments and will pursue additional funding

opportunities.

Recently, 2-1-1 submitted a grant application to the Bay Area Urban Areas Security Initiative (UASI) with support from Sonoma County Fire & Emergency Services Department. This grant seeks to upgrade the iCarol database system, provide a 2-1-1 app, and enhanced database reporting features.

To better understand and respond to changing community needs and available resources, 2-1-1 plans to expand geographic representation of services by increasing staff participation in provider groups (recent examples include: the regional mapping project with the Health Care Foundation of Northern Sonoma County, and Sonoma Valley Transportation roundtable).

Sonoma County 2-1-1 recognizes the need to have a robust and responsive information and referral system and welcomes the opportunity for assistance and support to ensure that individuals and families seeking information can do so in a timely and responsive manner.

Prior Board Actions:

June 13, 2017: Approval of one year contract in the amount of \$209,808 to provide outreach and application assistance for CalFresh.

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

The mission of Sonoma 2-1-1 is to provide relevant, accurate, and up to-to-date information and referral services to individuals and families in need.

Fiscal Summary

	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Expenditures			
Budgeted Expenses	0	0	0
Additional Appropriation Requested			
Total Expenditures	0	0	0
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources	0	0	0

Narrative Explanation of Fiscal Impacts:

N/A

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



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 46
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: December 12, 2017

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Supervisor Lynda Hopkins 565-2241

Supervisorial District(s):

Fifth District

Title: Board Sponsorship

Recommended Actions:

Approve Board Sponsorship of \$4625 to the Sebastopol Center for the Arts for the AARP Tax-Aide Program at the Sebastopol Veteran's Memorial Building from February 2, 2018 through April 12, 2018. (Fifth District)

Executive Summary:

AARP counselors conduct no cost tax preparation assistance for low income individuals and families. All advisors are volunteers, and this effort results in refunds of over \$227,442 to area residents who had an average income of \$29,736. See attached letter from Louise Ahles-Kedziora. Because AARP is a national organization and the local chapter has no bank account, we are requesting that the sponsorship go directly to the non-profit managing the building.

Discussion:

Prior Board Actions:

Board Sponsorship in 10-07-2014, 11-03-2015 and 12-06-2016

Strategic Plan Alignment Goal 4: Civic Services and Engagement

Fiscal Summary			
Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses			
Additional Appropriation Requested	4625		
Total Expenditures	4625		
Funding Sources			
General Fund/WA GF	4625		
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources	4625		
Narrative Explanation of Fiscal Impacts:			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Letter from Louise Ahles-Kedziara. Board Sponsorship Application and Rental Information.			
Related Items “On File” with the Clerk of the Board:			
None.			



October 25, 2017

RECEIVED

OCT 27 2017

**BOARD OF SUPERVISORS
COUNTY OF SONOMA**

TO: Sonoma County Board of Supervisors
575 Administration Drive, Room 100A
Santa Rosa, CA 95403-2887

ATTN: Lynda Hopkins

With this memo I am requesting:

- Use of the Sebastopol Veteran's Memorial Building on Thursdays from February 2, 2018 through April 12, 2018
- A waiver from the facility fees for the use of the Sebastopol Veteran's Building, 282 South High Street, Sebastopol, CA, to include room fees, room set up fees and processing fees

The AARP Foundation Tax-Aide program is a volunteer-run tax counseling and preparation service available to low and mid income taxpayers, with special attention to those ages 50 and older. To assure quality, all volunteer counselors must attend training, successfully pass a tax law exam and demonstrate competence in the use of the tax software program provided by the IRS.

Last tax season, we prepared tax returns for 3696 taxpayers in Sonoma County; 330 people at the Sebastopol Veterans Memorial Building. In addition, we assisted another 580 taxpayers by answering questions, reviewing paperwork and helping them with letters from the Franchise Tax Board and IRS. The total refund amount from our Sonoma County Tax-Aide sites was \$2,767,027 with the refunds at the Sebastopol location at \$227,442. The average annual income of those helped was \$29,736.

The Sebastopol and West County taxpayers are very grateful that they have this free service and come back year after year for help with their tax returns. We cannot ask for donations or charge for the service. All who are providing assistance are volunteering their time. The AARP Foundation Tax-Aide program receives no tax funding and we can only operate in locations where there is no facility charge.

Thank you for consideration of this request.

Sincerely,

A handwritten signature in cursive script that reads "Louise Ahles-Kedziora".

Louise Ahles-Kedziora
Sonoma County District Coordinator
AARP Foundation Tax-Aide Program
lakedziora@yahoo.com (707) 490-4025 (mobile)

7. Type and amount of fee waiver/sponsorship requested. Please list all County fees you are requesting be waived/sponsored in conjunction with this project/activity/event. Please attach a copy of an estimate or receipt from the County Department or Veteran's Building Operator documenting the amount of each fee you are requesting be waived/sponsored.

Department Assessing Fee	Type of Fee	Amount of Fee
Sebastopol Center for the Arts	Facility Use fees 2/8/2018 thru 4/12/2018	\$4,625.00
Veterans Memorial Bldg		

8. If your Community Based Organization, Non-Profit, or Governmental Agency has received a fee waiver/sponsorship for a similar project/activity/event in the past, please list below:

Date of Fee Waiver	Department Assessing Fee	Type of Fee	Amount of Fee
11 / 15 / 2016	Sebastopol SCA	2017 Room Fees for AARP Tax-Aide	\$5,065.00
11 / 9 / 2015	Sebastopol SCA	2016 Room Fees -TaxAide	\$5,065.00
11 / 10 / 2014	Sebastopol SCA	2015 Room Fees-TaxAide	\$4,525.00
/ /			

9. Does the organization or agency for which the fee waiver/sponsorship is requested receive funding from any of the following sources? If so, please specify:

- Property Tax
 Sales Tax
 Special Assessment
 User Fees

Other (please specify): _____

10. If you checked any of the boxes in number 9 above, please provide an explanation and supporting documentation regarding the inability of the organization or agency to pay the fees which you are requesting be waived/sponsored. Please attach to this form and submit with your request.

11. Will the organization or agency be charging an entry fee or be requesting a donation for the project/activity/event for which you are requesting a fee waiver/sponsorship? If so, please provide an explanation detailing why the fees to be waived/sponsored cannot be recovered through the entry fee. Please attach to this form and submit with your request.

Louise Ahls-Kedzian
Authorized Signature

District Coord., Sonoma County AARP TaxAide
Title

10 / 25 / 2018
Date

SEBASTOPOL
CENTER FOR THE ARTS

RENTAL INFORMATION FOR USE OF SEBASTOPOL VETERANS MEMORIAL BUILDING

TENTATIVE RESERVATION

CUSTOMER:

RESEVATION:

LOUISE AHLES-KEDZIORA
 AARP TAX-AIDE SONOMA/NAPA
 DISTRICT COORDINATOR

3248 COBBLESTONE DRIVE
 SANTA ROSA, CA 95404

EVENT NAME:

AARP VOLUNTEER TAX-AIDE – FOR
 FEBRUARY 8, 2018 – APRIL 12, 2018

STATUS:

TENTATIVE

EVENT TYPE:

PUBLIC

CLASSIFICATION:

ALCOHOL:

NO YES

PHONE WORK:

CELL 490-4025

PHONE HOME:

PHONE CELL:

707-578-6688

PHONE FAX:

LAKEDZIORA@YAHOO.COM

E-MAIL

NOTICE:

- Helium balloons, chewing gum, glitter, confetti, candles, and shoes on the wall(s) are not permitted in our facilities at any time.
- Blue painters tape for anything put on walls.
- Hours reserved must include decoration, set-up and clean-up.
- Changes to this reservation may be made up to 30 days prior to the event date.
- Additional charges will be incurred if your event runs beyond contracted hours.
- A \$50.00 fee will be charged if contract requirements are not met 30 days prior to event date or if changes of any kind are requested less than 30 days before event date.
- Failure to pay deposit on time will result in cancellation of your reservation - the
- Reinstatement fee is \$50.00

Bookings / Details

	Amount
Room Set-up Fee (1-100):	200.00
Setup Notes: As per drawing	
Processing Fee:	25.00
Thursday, February 8, 2018	
8:00 AM – 4:00 PM Tax-Aide Sebastopol Dining Room	\$440.00
Conference for 20	
Room Charge: (8 hours @ 55.00/hr)	

SEBASTOPOL
CENTER FOR THE ARTS

RENTAL INFORMATION FOR USE OF SEBASTOPOL VETERANS MEMORIAL BUILDING

Thursday, February 15, 2018 8:00 AM – 4:00 PM Tax-Aide Sebastopol Dining Room Conference for 20 Room Charge: (8 hours @ 55.00/hr)	\$440.00
Thursday, February 22, 2018 8:00 AM – 4:00 PM Tax-Aide Sebastopol Dining Room Conference for 20 Room Charge: (8 hours @ 55.00/hr)	\$440.00
Thursday, March 1, 2018 8:00 AM – 4:00 PM Tax-Aide Sebastopol Dining Room Conference for 20 Room Charge: (8 hours @ 55.00/hr)	\$440.00
Thursday, March 8, 2018 8:00 AM – 4:00 PM Tax-Aide Sebastopol Dining Room Conference for 20 Room Charge: (8 hours @ 55.00/hr)	\$440.00
Thursday, March 15, 2018 8:00 AM – 4:00 PM Tax-Aide Sebastopol Dining Room Conference for 20 Room Charge: (8 hours @ 55.00/hr)	\$440.00
Thursday, March 22, 2018 8:00 AM – 4:00 PM Tax-Aide Sebastopol Dining Room Conference for 20 Room Charge: (8 hours @ 55.00/hr)	\$440.00
Thursday, March 29, 2018 8:00 AM – 4:00 PM Tax-Aide Sebastopol Dining Room Conference for 20 Room Charge: (8 hours @ 55.00/hr)	\$440.00
Thursday, April 5, 2018 8:00 AM – 4:00 PM Tax-Aide Sebastopol Dining Room Conference for 20 Room Charge: (8 hours @ 55.00/hr)	\$440.00
Thursday, April 12, 2018 8:00 AM – 4:00 PM Tax-Aide Sebastopol Dining Room Conference for 20 Room Charge: (8 hours @ 55.00/hr)	\$440.00

CENTER FOR THE ARTS

RENTAL INFORMATION FOR USE OF SEBASTOPOL VETERANS MEMORIAL BUILDING

Yearly Grand Total

\$4,625.00

GRAND TOTAL MY NOT REFLECT ALL POSSIBLE CHARGES
Any balance due must be paid in full no later than 30 DAYS PRIOR to the event date

Louise Allen-Kedziora District Coordinator, AARP TAX-AID
Renter (Sign Date) Date 10/20/17

Anthony Wilson SCA Manager (Anthony Wilson) Sign Date 10/24/17
Date

Cancellation:

If the event is cancelled 90 days or more from the date held, 50% of the deposit shall be retained by SCA
If the event is cancelled between 30-90 days of the date held, the entire deposit shall be retained.
If the event is cancelled 15-30 days of the date held 50% of the Rental Fee will be retained.
If the event is cancelled within 15 days of the event 100% of the Rental Fee will be retained.

CLEANING/DAMAGE DEPOSITS:

The entire cleaning/damage deposit will be forfeited if ANY of the following occurs:
GUM IS FOUND IN THE FACILITY (FLOOR, ETC.) AND GARBAGE REMOVED.
GLITTER IS FOUND IN THE FACILITY
ALCOHOL IS BROUGHT INTO FACILITY DURING A "NON-ALCOHOL" EVENT
DATE 10-05-2016 PREPARED BY SEBASTOPOL CENTER FOR THE ARTS

Reservation Fees - A \$25 Processing Fee will be included on all reservations. Processing Fee payment must accompany application for it to be processed. Processing Fee will be refunded only if facility is not available.

Reservation Deposits - To book your event, a deposit is required. Deposits can be made by Visa, mastercard, check or cash. This deposit is applied toward the rental of the building. The minimum reservation deposit to hold the auditorium is \$225 (includes processing fee) or the actual facility rent, whichever is less. A \$125 reservation deposit (includes processing fee) or actual facility rent, whichever is less, is required to hold other rooms for any date requested.

SEBASTOPOL
CENTER FOR THE ARTS

RENTAL INFORMATION FOR USE OF SEBASTOPOL VETERANS MEMORIAL BUILDING

Late Fee - There is a \$50 late fee charged for 1) failure to pay deposit and processing fee within 10 days of booking, and/or 2) contracts not completed 30 days before event, and/or 3) changes made to contract within 30 days of event.

Room Set-up Fee

1-100 attendees	\$100
101-200 attendees	\$200
201-500 attendees	\$300
501 or more attendees	\$400

PAYMENT CAN BE MADE TO ADDRESS BELOW OR IN PERSON AT:
SEBASTOPOL CENTER FOR THE ARTS
282 S. HIGH STREET
SEBASTOPOL, CA 95472
Attn: Anthony Wilson



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 56
(This Section for use by Clerk of the Board Only.)

To: Board of Directors, Sonoma County Water Agency, Occidental County Sanitation District, Russian River County Sanitation District, South Park County Sanitation District, Sonoma Valley County Sanitation District

Board Agenda Date: December 12, 2017

Vote Requirement: 4/5 and Unanimous SVCSD

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

Staff Name and Phone Number:

Michael Gossman, 521-6207

Supervisorial District(s):

Title: Urgency Ordinances for Prorated FY 2017/2018 Annual Sewer Service Charges and for Temporary Sewer Connections Related to the Sonoma Complex Fires.

Recommended Actions:

- A) Adopt an Urgency Ordinance of the Board of Directors of the Sonoma County Water Agency and the Board of Directors of the Sonoma Valley County Sanitation District to Prorate Annual Sewer Service Charges for Fiscal Year 2017/2018 for Persons Displaced by the Sonoma Complex Fires who own Parcels in the Airport-Larkfield-Wikiup Sanitation Zone and the Sonoma Valley County Sanitation District (the "Proration Urgency Ordinance").
- B) Adopt an Urgency Ordinance of the Boards of Directors of the Sonoma County Water Agency, the Occidental County Sanitation District, the Russian River County Sanitation District, the Sonoma Valley County Sanitation District and the South Park County Sanitation District Authorizing Temporary Connections to Water Agency Sanitary Sewer Systems (the "Temporary Connection Urgency Ordinance").
- C) Adopt a Resolution to Introduce, Read the Title and Waive Further Reading of the Proration Urgency Ordinance
- D) Adopt a Resolution to Introduce, Read the Title and Waive Further Reading of the Temporary Connection Urgency Ordinance.

Executive Summary:

This item requests that the Boards of Directors for the Sonoma County Water Agency and Sonoma Valley County Sanitation District adopt an urgency ordinance to Prorate Annual Sewer Service Charges for Fiscal Year 2017/2018 for Persons Displaced by the Sonoma Complex Fires who own Parcels in the Airport-Larkfield-Wikiup Sanitation Zone and the Sonoma Valley County Sanitation District (the "**Proration Urgency Ordinance**").

This item also requests that the Boards of Directors for the Sonoma County Water Agency, Occidental County Sanitation District, Russian River County Sanitation District, Sonoma Valley County Sanitation District, and South Park County Sanitation District authorizing temporary connections to Water Agency Sanitary Sewer Systems (the “**Temporary Connection Urgency Ordinance**”).

Finally, this item requests the Board of Directors of the Water Agency and the Districts adopt a resolution introducing, reading the title of and waiving further reading of the proposed Proration Urgency Ordinance and Temporary Connection Urgency Ordinance.

Discussion:

The Sonoma Complex Fires, a series of fires that swept Sonoma County beginning on Sunday, October 8, 2017, caused the County Administrator/Director of Emergency Services to issue a Proclamation of Existence of Local Emergency in the Sonoma County Operational Area and request state and federal assistance. The Board of Directors of the Sonoma County Water Agency ratified the Proclamation on October 10, 2017. As a result of the widespread destruction from the Sonoma Complex Fires, the Governor of the State of California proclaimed a State of Emergency and the President of the United States approved a Major Disaster Declaration making federal funding available.

Sonoma County is experiencing a housing crisis that has increased in magnitude as a result of the Sonoma Complex Fires. By Resolution No. 17-0389, the Board of Supervisors ordered that the County of Sonoma review and consider waivers of regulations that may hinder fire response and recovery efforts, including housing recovery. On October 24, 2017, the Board of Supervisors adopted Sonoma County Urgency Ordinance No. 6210 that temporarily allows the Residential Use of Recreational Vehicles for persons who are repairing or reconstructing a fire-damaged dwelling to allow the fastest possible transition of such persons displaced by the Sonoma Complex Fires to interim and long term shelter. Sonoma County Urgency Ordinance No. 6210 will remain in effect until December 31, 2019, unless extended or otherwise modified by the Board of Supervisors.

In support of the Board of Supervisor’s Resolution No. 17-0389 and its adopted Urgency Ordinance No. 6210, the Water Agency is requesting that the Board adopt two urgency ordinances: (1) a Proration Urgency Ordinance, and (2) a Temporary Connection Urgency Ordinance.

While the proposed Urgency Ordinances are urgently needed as a result of the Sonoma Complex Fires, they may have potential financial impacts. Habitable buildings connected to the sewer on 334 (approximately 16%) of parcels in the Airport-Larkfield-Wikiup Sanitation Zone, and 76 (less than 1%) of parcels in the Sonoma Valley County Sanitation District were destroyed during the Sonoma Complex Fires. If none of the affected parcels reconnected before July 1, 2018, there could be a revenue decrease in FY 2017-2018 of up to \$267,000 (8%) for Airport-Larkfield-Wikiup Sanitation Zone and \$62,500 (less than 1%) for Sonoma Valley County Sanitation District. If all persons displaced by the Sonoma Complex Fires, were to make temporary connections to the sewer by February or March 2018, the Water Agency estimates that it might recover up to 40 percent of the prorated annual sewer service charge returned to customers.

The Water Agency will monitor decreases in revenue monthly and will take action as needed, consistent with state, local and constitutional constraints. Actions may include deferring lower priority maintenance projects in the event of a revenue shortfall.

Proration Urgency Ordinance

Sewer service charges are based on the cost to provide sewer service to habitable buildings on a parcel. The Water Agency recommends prorating annual sewer service charges for a parcels in the Airport-Larkfield-Wikiup Zone or the Sonoma Valley County Sanitation District that incurred a loss of habitable buildings due to the Sonoma Complex Fires until the parcel returns to a habitable condition.

FY 2017-2018 annual sewer service charges from July 1, 2017 through June 30, 2018 are collected as a lump sum, direct charge on the tax roll of the County of Sonoma. The FY 2017-2018 tax roll, which included charges for the full period of July 1, 2017-June 30, 2018 was sent to parcel owners September 15, 2017, which was prior to the fire. Given the loss of property, use, and significant damage from the fire, staff expects reduced flow to the sanitary sewer system in the affected areas for FY 2017/2018 than initially projected.

For persons displaced by the Sonoma Complex Fires who own parcels in the Airport-Larkfield-Wikiup Sanitation Zone and Sonoma Valley County Sanitation District, the Proration Urgency Ordinance will allow the Zone and District to prorate their sewer service charge such that they pay for service only from July 2017 through September 2017 in FY 2017-2018. The revised property tax roll with the prorated amounts will be sent to displaced persons after the Sonoma County Assessor's office completes reassessments of fire damaged parcels, which are expected to be completed by the end of December.

It is essential that the changes made by this urgency ordinance be implemented immediately to reduce the financial burden on displaced customers who pay annual sewer service charges through the property tax roll. The revised property tax bills with reassessed property values and prorated direct sewer service charges may be sent out as soon as late December or early January. The Water Agency has already prepared the prorated charges and is requesting Board authority to proceed to ensure that the reissuance of the property tax roll can proceed without delays.

When persons displaced by the Sonoma Complex Fires request a permit to rebuild and reconnect to the sewer, their sewer service charge will be based on provisions in the existing code, which prorates the sewer service charge based on the number of months remaining in the fiscal year in which they reconnect. After reconnection, annual sewer service charges will be collected on the tax roll of the County of Sonoma.

There will be no change to the annual sewer service charge for persons who own parcels that were not destroyed by the Sonoma Complex Fires.

Temporary Connection Urgency Ordinance

Water Agency sanitation codes currently in effect do not have provisions authorizing temporary connections to Water Agency sewer systems. It is essential that the changes made by this Temporary

Connection Urgency Ordinance be implemented immediately to allow the fastest possible transition of homeless and displaced residents to interim and long term shelter.

While persons displaced by the Sonoma Complex Fires own parcels in Airport-Larkfield-Wikiup Sanitation Zone, and Sonoma Valley County Sanitation District, this Temporary Connection Urgency Ordinance is applicable in all of the Water Agency's Sanitation Zones and Districts to provide maximum opportunities and flexibility for persons displaced by the Sonoma Complex Fires to temporarily connect to the sewer through a more streamlined permitting process so they can transition as expeditiously as possible to interim and long term shelter.

This Temporary Connection Urgency Ordinance will authorize temporary connections in the Water Agency's Sanitation Zones as provided for below: Airport-Larkfield-Wikiup, Geyserville, Penngrove, and Sea Ranch; and for the County Sanitation Districts operated by the Water Agency: Occidental, Russian River, Sonoma Valley, and South Park.

A. During the term of Sonoma County Urgency Ordinance 6210:

While Sonoma County Urgency Ordinance 6210 is effective (currently through 12/31/19), parcel owners may temporarily connect one or more recreational vehicles, travel trailers, or other habitable units to Water Agency sewer systems. Only habitable units discharging domestic strength wastewater will be allowed. Prior to constructing temporary connections to the Water Agency sewer system, parcel owners must apply for a temporary use permit at the offices of the Sonoma County Permit & Resource Management Department.

In order for these units to temporarily connect to the sewer system, this Temporary Connection Urgency Ordinance authorizes the temporary connection, clarifies that connection fees do not apply to temporary connections, and establishes the prorated annual sewer service charges for these temporary connections. Prorated annual sewer service charges must be paid at the time the temporary sewer permit is issued to connect to the sewer. Thereafter, annual sewer service charges, including for these temporary connections, will be collected on the tax roll of the County of Sonoma.

B. After the end of the term of Sonoma County Urgency Ordinance 6210:

Temporary connections will only be allowed while Ordinance 6210 remains in effect. Upon expiration of Ordinance 6210 all temporary connections must be abandoned. Parcel owners will need to obtain a permit to abandon temporary connections to the sewer.

If parcel owners elect to build or rebuild, a permanent connection to the sewer is necessary after expiration of Ordinance 6210. To establish the permanent connection, they must apply for a permit to permanently connect to the sewer at the offices of the Sonoma County Permit & Resource Management Department.

Connection fees and prorated annual sewer service charges for permanent uses will apply as normal under Water Agency and Sanitation District codes. Such fees and charges will be immediately due and payable upon issuance of a permit for a permanent sewer connection as per existing ordinance.

When parcel owners in the affected areas are ready to permanently reconnect, the Water Agency's existing sanitation codes adequately provide for waiving connection fees for parcel owners who wish to connect a building which is a replacement of a previously connected building, destroyed or rendered uninhabitable by a catastrophic event. Parcel owners must present to the General Manager of the Water Agency a valid Fire Marshall's report or insurance report within two years of the date of fire damage or a catastrophic event. Parcel owners not making such a presentation are deemed to have discontinued their connection to the sewer system.

Prior Board Actions:

10/24/17: The Board of Supervisors and the Boards of Directors of the Sonoma County Agricultural Preservation and Open Space District, the Sonoma County Water Agency, the Russian River County Sanitation District, the Occidental County Sanitation District, the Sonoma Valley County Sanitation District, and the South Park County Sanitation District adopted Resolution No. 17-0415.

10/24/17: The Board of Supervisors adopted Sonoma County Urgency Ordinance 6210 that temporarily allows the Residential Use of Recreational Vehicles for persons who are repairing or reconstructing a fire-damaged dwelling on the same or another parcel to allow the fastest possible transition of such persons displaced by the Sonoma Complex Fires to interim and long term shelter.

10/10/2017: The Board of Supervisors adopted Resolution No. 17-0389 ratifying the County Administrator's proclamation of the existence of a local emergency with the Sonoma County Operation Area.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

Water Agency Goal 3: Our Organization: Continue to improve emergency preparation and response to natural disasters.

Adopting urgency ordinances prorating annual sewer service charges for persons displaced as a result of the Sonoma Complex Fires who connect temporarily to Water Agency Sanitary Sewer Systems to allow the fastest possible transition of such persons to interim and long term shelter.

Fiscal Summary			
Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			
Narrative Explanation of Fiscal Impacts:			
<p>The Urgency Ordinances will result in a revenue decrease of up to \$267,000 for the Airport-Larkfield-Wikiup Sanitation Zone parcels and \$62,500 for Sonoma Valley County Sanitation District. Up to 40 percent of this revenue may be recovered when customers displaced by the Sonoma Complex Fires make temporary connections to the sewer during the rebuilding process. The Water Agency will monitor decreases in revenue monthly and will take action as needed, consistent with state, local and constitutional constraints. Actions may include deferring lower priority maintenance projects in the event of a revenue shortfall. Implementation of these urgency ordinances is expected to cost \$5,000 in labor and will be accomplished in lieu of other budgeted tasks. No additional budget appropriations are required.</p> <p>There will be no change to the annual sewer service charge for persons who own parcels that were not destroyed by the Sonoma Complex Fires.</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:
2 Resolutions (R1, R2) 2 Urgency Ordinances with Exhibit 1 (O1, O2)
Related Items "On File" with the Clerk of the Board:

SCH\S:\Agenda\sanitation\12-12-2017 WA Prorated Service
Sewer Charges_summ.docm

CF/70-700-16 Sewer Rate Increases (ID 1748)

Date: December 12, 2017

Item Number: _____

Resolution Number: _____

Santa Rosa, CA 95403



Resolution Of The Boards Of Directors Of The Sonoma County Water Agency, and the Sonoma Valley County Sanitation District, State Of California, Introducing, Reading the Title of and Waiving Further Reading of an Urgency Ordinance (Majority Vote Required)

Whereas, a proposed urgency ordinance titled “An Urgency Ordinance of the Board of Directors of the Sonoma County Water Agency and the Board of Directors of the Sonoma Valley County Sanitation District to Prorate Annual Sewer Service Charges for Fiscal Year 2017/2018 for Persons Displaced by the Sonoma Complex Fires who own Parcels in The Airport-Larkfield-Wikiup Sanitation Zone and the Sonoma Valley County Sanitation District” has been introduced and the title has been read; and

Now, therefore, be it resolved that further reading of the Urgency Ordinance is waived

PASSED AND ADOPTED this 12th of December, 2017, by the following vote of the

BOARD OF DIRECTORS OF THE SONOMA COUNTY WATER AGENCY:

Directors:

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

Resolution No. _____

BOARD OF DIRECTORS OF THE SONOMA VALLEY COUNTY SANITATION DISTRICT:

Directors:

Gorin:

Hundley:

Zane:

Ayes:

Noes:

Absent:

Abstain:

Resolution #
Date: November 5, 2013
Page 2

So Ordered.

Resolution No. _____

Date: December 12, 2017

Item Number: _____

Resolution Number: _____

Santa Rosa, CA 95403



Resolution Of The Boards Of Directors Of The Sonoma County Water Agency, Occidental County Sanitation District, Russian River County Sanitation District, Sonoma Valley County Sanitation District, and the South Park County Sanitation District, State Of California, Introducing, Reading the Title of and Waiving Further Reading of an Urgency Ordinance (Majority Vote Required)

Whereas, a proposed urgency ordinance titled “An Urgency Ordinance of the Board of Directors of the Sonoma County Water Agency, the Board of Directors for the Occidental County Sanitation District, the Board of Directors of the Russian River County Sanitation District, the Board of Directors of the Sonoma Valley County Sanitation District, and the Board of Directors for the South Park County Sanitation District Authorizing Temporary Connections to Water Agency Sanitary Sewer Systems” has been introduced and the title has been read.

Now, therefore, be it resolved that further reading of the urgency ordinance is waived

PASSED AND ADOPTED this 12th of December, 2017, by the following vote of the

BOARD OF DIRECTORS OF THE SONOMA COUNTY WATER AGENCY:

Directors:

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

Resolution No. _____

BOARD OF DIRECTORS OF THE OCCIDENTAL COUNTY SANITATION DISTRICT:

Directors:

Resolution #
Date: November 5, 2013
Page 2

Gorin: Rabbitt: Gore: Hopkins: Zane:
Ayes: Noes: Absent: Abstain:

So Ordered.

Resolution No. _____

BOARD OF DIRECTORS OF THE RUSSIAN RIVER COUNTY SANITATION DISTRICT:

Directors:

Gorin: Rabbitt: Gore: Hopkins: Zane:
Ayes: Noes: Absent: Abstain:

So Ordered.

Resolution No. _____

BOARD OF DIRECTORS OF THE SOUTH PARK COUNTY SANITATION DISTRICT:

Directors:

Gorin: Rabbitt: Gore: Hopkins: Zane:
Ayes: Noes: Absent: Abstain:

So Ordered.

Resolution No. _____

BOARD OF DIRECTORS OF THE SONOMA VALLEY COUNTY SANITATION DISTRICT:

Directors:

Gorin: Hundley: Zane:
Ayes: Noes: Absent: Abstain:

Resolution #
Date: November 5, 2013
Page 3

So Ordered.

Resolution No. _____

**SONOMA COUNTY WATER AGENCY URGENCY ORDINANCE NO. 85
SONOMA VALLEY COUNTY SANITATION DISTRICT URGENCY ORDINANCE NO. 95**

**AN URGENCY ORDINANCE OF THE BOARD OF DIRECTORS OF THE SONOMA COUNTY WATER AGENCY
AND THE BOARD OF DIRECTORS OF THE SONOMA VALLEY COUNTY SANITATION DISTRICT TO
PRORATE ANNUAL SEWER SERVICE CHARGES FOR FISCAL YEAR 2017/2108 FOR PERSONS DISPLACED
BY THE SONOMA COMPLEX FIRES WHO OWN PARCELS IN THE AIRPORT-LARKFIED-WIKIUP
SANITATION ZONE AND THE SONOMA VALLEY COUNTY SANITATION DISTRICT
URGENCY ORDINANCE: 4/5 VOTE REQUIRED (SONOMA COUNTY WATER AGENCY); UNANIMOUS VOTE
(SONOMA VALLEY COUNTY SANITATION DISTRICT)**

The Boards of Directors of the Sonoma County Water Agency ("Water Agency") and the Sonoma Valley County Sanitation District ("District") in the County of Sonoma, do ordain as follows:

SECTION I. SHORT TITLE. This Ordinance shall be known as the Urgency Ordinance for Prorated FY 2017/2018 Annual Sewer Service Charges.

SECTION II. EMERGENCY FINDINGS. This Urgency Ordinance is adopted pursuant to California Health and Safety Code section 4766 and California Government Code sections 25123(d) and 25131, and shall take effect immediately upon its approval by at least four-fifths (4/5) vote of the Board of Directors of the Water Agency and a Unanimous Vote of the Board of Directors of the District. The Boards of Directors of the Water Agency and the District find that this ordinance is necessary for the immediate preservation of the public peace, health and safety, based upon the following facts:

1. Conditions of extreme peril to the safety of persons and property arose within the County of Sonoma caused by threat of the existence of multiple fires, referred to as the Sonoma Complex Fires, commencing on or about midnight on the 8th day of October, 2017.
2. The widespread scope of disaster caused by the fast-moving, destructive Sonoma Complex Fires resulted in evacuation of thousands of people from the Airport/Larkfield/Wikiup Sanitation Zone and from areas served by the District. The Sonoma Complex Fires also caused numerous residential, commercial, industrial, and agricultural properties within the Airport/Larkfield/Wikiup Sanitation Zone and the District to be damaged or destroyed.
3. The Water Agency operates and manages sanitation zones and districts within the County of Sonoma in the areas affected by the Sonoma Complex Fires, including the Airport/Larkfield/Wikiup Sanitation Zone and the District.
4. Annual Sewer Service Charges for July 1, 2017 through June 30, 2018 ("FY 2017/2018") are collected as a lump sum, direct charge on the tax roll of the County of Sonoma. Prior to the Sonoma Complex Fires, the full FY 2017/2018 Annual Sewer Service Charge was sent to parcel owners on September 15, 2017.

5. This ordinance would authorize the Water Agency and the District for the Airport/Larkfield/Wikiup Zone and for the District to prorate the FY 2017/2018 Annual Sewer Service Charges to apply only for the time period between July 2017 through September 2017 for parcel owners whose buildings are destroyed or rendered uninhabitable by a catastrophic event to reflect the significant decrease in sewer use.
6. It is essential that the changes made by this ordinance be implemented immediately to ensure that the Water Agency and the District have the authority to prorate Annual Sewer Service Charges in the Airport/Larkfield/Wikiup Zone and in the District for FY 2017/2018 before revised property tax bills with reassessed property values are sent to parcel owners in the coming weeks, likely late December or early January.
7. Failure to act immediately may hinder the Water Agency, District and County's ability to reduce the financial burden in a timely manner for displaced residents in the Airport/Larkfield/Wikiup Zone and the District who pay Annual Sewer Service Charges through the property tax roll.

SECTION II. TERM. This Ordinance shall take effect immediately upon adoption and shall remain in effect until June 30, 2018, unless extended or otherwise modified by the Board of Directors of the Water Agency or the District.

SECTION III. PRORATION OF ANNUAL SEWER SERVICE CHARGES FOR FY 2017/2018. This Ordinance shall authorize the Board of Directors of the Water Agency and the District to prorate Annual Sewer Service Charges for FY 2017/2018 in the Airport/Larkfield/Wikiup Zone and the District for properties affected by the Sonoma Complex Fires, as follows:

1. Exhibit "1" attached to this Ordinance is hereby added to Water Agency Ordinance No. 84 (Zones), BOS Ordinance No. 6198 as Exhibit "B" in order to authorize the Board of Directors of the Water Agency to prorate Annual Sewer Service Charges for FY 2017/2018 in the Airport/Larkfield/Wikiup Zone and only charge for the period of July 2017-September 2017; and
2. Exhibit "1" attached to this Ordinance is hereby added to Water Agency Ordinance No. 94 (SVCSD), BOS Ordinance No. 6202 in order to authorize the Board of Directors of the District to prorate Annual Sewer Service Charges for FY 2017/2018 in the District and only charge for the period of July 2017-September 2017.

SECTION IV. CALIFORNIA ENVIRONMENTAL QUALITY ACT. The Board of Directors of the Water Agency and the District hereby find that the California Environmental Quality Act ("CEQA") does not apply to the proration of Annual Sewer Service Charges for FY 2017/2018 pursuant to this Ordinance, as such fees are for the purpose of meeting operations expenses, meeting financial reserve needs and requirements, and/or setting aside funds for capital projects necessary to maintain service within the existing District (14 California Code of Regulations 15273, California Public Resources Code Section 21080).

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

SECTION VI ENFORCEMENT; PUBLICATION. This Ordinance shall be and the same is hereby declared to be in full force and effect immediately upon its passage by a four-fifths (4/5) or greater vote by the Board of Directors of the Water Agency and a Unanimous Vote of the Board of Directors of the District. This ordinance shall be published once before the expiration of fifteen (15) days after said passage, with the names of the Directors voting for or against the same, in *The Press Democrat*, a newspaper of general circulation published in the County of Sonoma, State of California. Pursuant to Government Code section 25124, a complete copy of Exhibit "1" to this ordinance is on file with the Clerk of the Board of Supervisors and is available for public inspection and copying during regular business hours in the office of the Clerk of the Board of Supervisors, 575 Administration Drive, Room 100A, Santa Rosa.

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In regular session of the Board of Directors of the Sonoma County Water Agency, State of California, introduced and passed on the _____, 2017, on regular roll call of the members of said Board by the following vote:

BOARD OF DIRECTORS OF THE SONOMA COUNTY WATER AGENCY:

Directors:

Gorin:	Rabbitt:	Gore:	Hopkins:	Zane:
Ayes:	Noes:	Absent:	Abstain:	

WHEREUPON, the Chair declared the above and foregoing Ordinance duly adopted and **So Ordered.**

ATTEST:

Sheryl Bratton,
Clerk of the Board

Ordinance No. _____

In regular session of the Board of Directors of the Sonoma Valley County Sanitation District, State of California, introduced and passed on the _____, 2017, on regular roll call of the members of said Board by the following vote:

BOARD OF DIRECTORS OF THE SONOMA VALLEY COUNTY SANITATION DISTRICT:

Directors:

Gorin:

Hundley:

Zane:

Ayes:

Noes:

Absent:

Abstain:

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

So Ordered.

ATTEST:

Sheryl Bratton,
Clerk of the Board

Ordinance No. _____

EXHIBIT "1"

PRORATION OF FY 2017/2018 ANNUAL SEWER SERVICE CHARGES FOR PERSONS DISPLACED BY THE SONOMA COMPLEX FIRES WHO OWN PARCELS IN THE AIRPORT-LARKFIELD-WIKIUP SANITATION ZONE AND THE SONOMA VALLEY COUNTY SANITATION DISTRICT

ARTICLE I – GENERAL PROVISIONS

SECTION 1.01 - AUTHORITY: This Ordinance is adopted under authorization of Division 5, comprising Sections 4700 through Section 4858 and Sections 5470 through 5474.10 of the Health and Safety Code of the State of California and California Government Code Section 54725, *et seq.*

SECTION 1.02 - PURPOSE: This Ordinance sets forth uniform requirements for prorating FY 2017/2018 Annual Sewer Service Charges for persons displaced by the Sonoma Complex Fires who own parcels in the Airport-Larkfield-Wikiup Sanitation Zone and Sonoma Valley County Sanitation District.

ARTICLE II – PRORATING ANNUAL SEWER SERVICE CHARGES FOR PERSONS DISPLACED BY CATASTROPHIC EVENTS

SECTION 2.01 – DEFINITIONS: Other definitions exist in the Water Agency Sanitation Code, the Districts Sanitation Codes, Design and Construction Standards for Sanitation Facilities and in the Uniform Plumbing Code and other places. Where the definitions in this Ordinance conflict with the definitions in the Design and Construction Standards for Sanitation Facilities, or in the Uniform Plumbing Code, or other document, the definitions in this Ordinance shall prevail, then the definitions in the Design and Construction Standards, and then in other definitions.

For the purpose of this Ordinance, the terms used herein are defined as follows:

Board shall mean the Board of Directors of the Sonoma County Water Agency, or the Board of Directors of the Sonoma Valley County Sanitation District.

County shall mean the County of Sonoma, State of California.

Displaced Person(s) shall have the meaning set forth in section 40.03.020 of the Sonoma County Code.

District shall mean the Sonoma Valley County Sanitation District.

Parcel shall mean the land or air space associated with an Assessor's Parcel Number.

Sonoma Complex Fires shall have the meaning set forth in section 40.03.020 of the Sonoma County Code.

Water Agency shall mean the Sonoma County Water Agency.

SECTION 2.02 –PRORATING ANNUAL SEWER SERVICE CHARGES:

- (a) The Water Agency, through its General Manager or his/her designee may prorate the Annual Sewer Service Charge for FY 2017/2018 for Displaced Persons from the Sonoma Complex Fires that own Parcels in the Airport-Larkfield-Wikiup Sanitation Zone such that such Displaced Persons only pay for an Annual Sewer Service Charge on a prorated basis for service from July 2017 through September 2017.
- (b) The District, through its General Manager or his/her designee may prorate the Annual Sewer Service Charge for FY 2017/2018 for Displaced Persons from the Sonoma Complex Fires that own Parcels in the Airport-Larkfield-Wikiup Sanitation Zone such that such Displaced Persons only pay for an Annual Sewer Service Charge on a prorated basis for service from July 2017 through September 2017
- (c) The Water Agency and the District hereby elect, pursuant to section 5473 of the California Health and Safety Code to have the prorated Annual Sewer Service Charge for FY 2017/2018 established by the Water Agency and/or the District, collected on the revised tax rolls , which will be sent to Displaced Persons after the County Assessor's office completes reassessments of fire damaged parcels, of the County of Sonoma, State of California, in the manner provided pursuant to sections 5471 through 5473.11 of the California Health and Safety Code.

**SONOMA COUNTY WATER AGENCY URGENCY ORDINANCE NO. 86
OCCIDENTAL COUNTY SANITATION DISTRICT URGENCY ORDINANCE NO. 91
RUSSIAN RIVER COUNTY SANITATION DISTRICT URGENCY ORDINANCE NO. 85
SONOMA VALLEY COUNTY SANITATION DISTRICT URGENCY ORDINANCE NO. 96
SOUTH PARK COUNTY SANITATION DISTRICT URGENCY ORDINANCE NO. 85**

**AN URGENCY ORDINANCE OF THE BOARD OF DIRECTORS OF THE SONOMA COUNTY WATER AGENCY,
THE BOARD OF DIRECTORS OF THE OCCIDENTAL COUNTY SANITATION DISTRICT, THE BOARD OF
DIRECTORS OF THE RUSSIAN RIVER COUNTY SANITATION DISTRICT, THE BOARD OF DIRECTORS OF THE
SONOMA VALLEY COUNTY SANITATION DISTRICT, AND THE BOARD OF DIRECTORS OF THE SOUTH
PARK COUNTY SANITATION DISTRICT AUTHORIZING TEMPORARY CONNECTIONS TO WATER AGENCY
SANITARY SEWER SYSTEMS**

**URGENCY ORDINANCE: 4/5 VOTE REQUIRED (SONOMA COUNTY WATER AGENCY, OCCIDENTAL
COUNTY SANITATION DISTRICT, RUSSIAN RIVER SANITATION DISTRICT); UNANIMOUS VOTE (SONOMA
VALLEY COUNTY SANITATION DISTRICT)**

The Boards of Directors of the Sonoma County Water Agency (Water Agency) the Occidental County Sanitation Districts, the Russian River County Sanitation District, the Sonoma Valley County Sanitation District, and the South Park County Sanitation District (collectively, "Districts") in the County of Sonoma, do ordain as follows:

SECTION I. SHORT TITLE. This Ordinance shall be known as the Urgency Ordinance for Temporary Connections.

SECTION II. EMERGENCY FINDINGS. This Urgency Ordinance is adopted pursuant to California Health and Safety Code section 4766 and California Government Code sections 25123(d) and 25131, and shall take effect immediately upon its approval by at least four-fifths (4/5) vote of the Board of Directors of the Water Agency and the Districts, except the Sonoma Valley County Sanitation District for which a unanimous vote of the Board of Directors is required. The Boards of Directors of the Water Agency and the Districts find that this ordinance is necessary for the immediate preservation of the public peace, health and safety, based upon the following facts:

1. Conditions of extreme peril to the safety of persons and property arose within the County of Sonoma caused by threat of the existence of multiple fires, referred to as the Sonoma Complex Fires, commencing on or about midnight on the 8th day of October, 2017.
2. The widespread scope of disaster caused by the fast-moving, destructive Sonoma Complex Fires, resulted in evacuation of thousands of people served by the Agency and the Districts. The Sonoma Complex Fires also caused numerous residential, commercial, industrial and agricultural properties to be damaged or destroyed.
3. The Board of Supervisors has previously found that Sonoma County is experiencing a housing crisis that has increased in magnitude as a result of the Sonoma Complex Fires.

4. By Resolution No. 17-0389, the Board of Supervisors ordered that the County of Sonoma shall review and consider waiver of other regulations that may hinder response and recovery efforts, including housing recovery.
5. On October 24, 2017, the Board of Supervisors adopted Urgency Ordinance No. 6210 the Residential Use of Recreational Vehicles for persons who are repairing or reconstructing a fire-damaged dwelling on the same or another parcel to allow the fastest possible transition of such persons displaced by the Sonoma Complex Fires to interim and long term shelter Temporary use approvals and other permits are required.
6. County Urgency Ordinance No. 6210 authorizing the use of Recreational Vehicles for residential use will remain in effect until December 31, 2019, unless extended or otherwise modified by the Board of Supervisors.
7. The Water Agency operates and manages sanitation zones and districts within the County of Sonoma, including the Airport/Larkfield/Wikiup Sanitation Zone, Geyserville Sanitation Zone, Penngrove Sanitation Zone and Sea Ranch Sanitation Zone, and the Occidental County Sanitation District, Russian River County Sanitation District, Sonoma Valley County Sanitation District, and South Park County Sanitation District.
8. The Initial Use term of 45 days has expired, such that Recreational Vehicles for residential use now require county approval and applicable permits.
9. Neither the Water Agency, nor the Districts have the authority to permit temporary connections to the Water Agency sewer system in its existing Sanitation Ordinances.
10. In order to make the transition and applicable permitting as seamless, efficient and expeditious as possible, it is essential that the changes made by this Urgency Ordinance authorizing temporary connection to the public sewer system and waiving applicable connection fees be implemented immediately so as not to hinder or delay any possible transition of homeless and displaced residents to interim and long term shelter.

SECTION III. TERM. This Ordinance shall take effect immediately upon adoption and shall remain in effect for as long as Sonoma County Urgency Ordinance No. 6210 remains in effect (December 31, 2019), unless extended or modified by the Board of Supervisors.

SECTION IV. AUTHORIZATION OF TEMPORARY CONNECTIONS: This Ordinance shall authorize the Water Agency and the Districts to permit Temporary Connections as set forth in Exhibit "1" attached hereto.

SECTION V. CALIFORNIA ENVIRONMENTAL QUALITY ACT. Adoption of this Ordinance is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Public Resources Code Section 21080(b)(3) regarding projects to maintain, repair, restore, or replace property or facilities damaged or destroyed as a result of a declared disaster and Section 21080(b)(4) regarding actions to mitigate or prevent an emergency, and CEQA Guidelines Section 15269(a) regarding maintaining, repairing, restoring, demolishing, or replacing property or facilities damaged or destroyed as a result of

a disaster stricken area in which a state of emergency has been proclaimed by the Governor pursuant to the California Emergency Services Act, commencing with Section 8550 of the Government Code.

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

SECTION VII. ENFORCEMENT OF ORDINANCE; PUBLICATION. This Ordinance shall be and the same is hereby declared to be in full force and effect immediately upon its passage by a four-fifths (4/5) or greater vote by the Board of Directors of the Water Agency and the Districts, except that a Unanimous Vote of the Board of Directors of the Sonoma Valley County Sanitation District is required. This Ordinance shall be published once before the expiration of fifteen (15) days after said passage, with the names of the Directors voting for or against the same, in *The Press Democrat*, a newspaper of general circulation published in the County of Sonoma, State of California. Pursuant to Government Code section 25124, a complete copy of Exhibit "1" to this ordinance is on file with the Clerk of the Board of Supervisors and is available for public inspection and copying during regular business hours in the office of the Clerk of the Board of Supervisors, 575 Administration Drive, Room 100A, Santa Rosa.

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In regular session of the Board of Directors of the Sonoma County Water Agency, State of California, introduced and passed on the _____, 2017, on regular roll call of the members of said Board by the following vote:

BOARD OF DIRECTORS OF THE SONOMA COUNTY WATER AGENCY:

Directors:

Gorin:	Rabbitt:	Gore:	Hopkins:	Zane:
Ayes:	Noes:	Absent:	Abstain:	

WHEREUPON, the Chair declared the above and foregoing Ordinance duly adopted and **So Ordered.**

ATTEST:

Sheryl Bratton,
Clerk of the Board

Ordinance No. _____

In regular session of the Board of Directors of the Occidental County Sanitation District, State of California, introduced and passed on the _____, 2017, on regular roll call of the members of said Board by the following vote:

BOARD OF DIRECTORS OF THE OCCIDENTAL COUNTY SANITATION DISTRICT:

Directors:

Gorin:	Rabbitt:	Gore:	Hopkins:	Zane:
Ayes:	Noes:	Absent:	Abstain:	

WHEREUPON, the Chair declared the above and foregoing Ordinance duly adopted and **So Ordered.**

ATTEST:

Sheryl Bratton,
Clerk of the Board

Ordinance No. _____

In regular session of the Board of Directors of the Russian River County Sanitation District, State of California, introduced and passed on the _____, 2017, on regular roll call of the members of said Board by the following vote:

BOARD OF DIRECTORS OF THE RUSSIAN RIVER COUNTY SANITATION DISTRICT:

Directors:

Gorin:	Rabbitt:	Gore:	Hopkins:	Zane:
Ayes:	Noes:	Absent:	Abstain:	

WHEREUPON, the Chair declared the above and foregoing Ordinance duly adopted and **So Ordered.**

ATTEST:

Sheryl Bratton,
Clerk of the Board

Ordinance No. _____

In regular session of the Board of Directors of the South Park County Sanitation District, State of California, introduced and passed on the _____, 2017, on regular roll call of the members of said Board by the following vote:

BOARD OF DIRECTORS OF THE SOUTH PARK COUNTY SANITATION DISTRICT:

Directors:

Gorin: Rabbitt: Gore: Hopkins: Zane:

Ayes: Noes: Absent: Abstain:

WHEREUPON, the Chair declared the above and foregoing Ordinance duly adopted and **So Ordered.**

ATTEST:

Sheryl Bratton,
Clerk of the Board

Ordinance No. _____

In regular session of the Board of Directors of the Sonoma Valley County Sanitation District, State of California, introduced and passed on the _____, 2017, on regular roll call of the members of said Board by the following vote:

BOARD OF DIRECTORS OF THE SONOMA VALLEY COUNTY SANITATION DISTRICT:

Directors:

Gorin: Hundley: Zane:

Ayes: Noes: Absent: Abstain:

WHEREUPON, the Chair declared the above and foregoing Ordinance duly adopted and **So Ordered.**

ATTEST:

Sheryl Bratton,
Clerk of the Board

Ordinance No. _____

EXHIBIT "1"

TEMPORARY CONNECTIONS OF HABITABLE UNITS TO WATER AGENCY SANITARY SEWER SYSTEMS

ARTICLE I – GENERAL PROVISIONS

SECTION 1.01 - AUTHORITY: This regulation is adopted under authorization of Division 5, comprising Sections 4700 through Section 4858 and Sections 5470 through 5474.10 of the Health and Safety Code of the State of California and California Government Code Section 54725, *et seq.*

SECTION 1.02 - PURPOSE: This Ordinance sets forth uniform requirements for temporary contributors to the wastewater collection and treatment systems of the Water Agency, establishes guidelines for connection fees and sewer service charges for temporary contributors, and enables the Water Agency to comply with all applicable State and Federal laws required by the Clean Water Act of 1977, as amended, and the General Pretreatment Regulations (40 CFR Part 403) which are on file at the Agency office.

ARTICLE II –TEMPORARY CONNECTIONS TO WATER AGENCY SANITARY SEWER SYSTEMS

SECTION 2.01 – DEFINITIONS: Other definitions exist in the Water Agency Sanitation Code, the Districts Sanitation Codes, Design and Construction Standards for Sanitation Facilities and in the Uniform Plumbing Code and other places. Where the definitions in this Ordinance conflict with the definitions in the Design and Construction Standards for Sanitation Facilities, or in the Uniform Plumbing Code, or other document, the definitions in this Ordinance shall prevail, then the definitions in the Design and Construction Standards, and then in other definitions.

For the purpose of this Ordinance, the terms used herein are defined as follows:

Board shall mean the Board of Directors of the Sonoma County Water Agency, the Board of Directors of the Russian River County Sanitation District, the Board of Directors of the South Park County Sanitation District, the Board of Directors of the Occidental County Sanitation District, and/or the Board of Directors of the Sonoma Valley County Sanitation District, as applicable to the entity applying the Ordinance.

County shall mean the County of Sonoma, State of California.

Habitable Unit shall mean a temporary living unit that is approved by the Sonoma County Permit and Resource Management Department and discharging domestic strength wastewater to the sanitary sewer system as defined by Water Agency Sanitation Codes. Habitable units include but are not limited to recreational vehicles defined by Sonoma County Urgency Ordinance No. 6210, mobile homes, mobile trailers, or travel trailers. Habitability will be determined by the Fire Marshall or Public Building Official.

Parcel shall mean the land or air space associated with an Assessor's Parcel Number.

Sonoma County Urgency Ordinance No. 6210 shall mean an Urgency Ordinance and any amendments thereto that added Chapter 40 to the Sonoma County Code to Facilitate Emergency and Immediate Housing that was adopted by the Board of Supervisors on October 24, 2017 and is in effect until December 31, 2019 unless extended or modified by the Board of Supervisors.

Temporary Connection means a connection of one or more Habitable Units to the Water Agency sewer system for a period not to extend beyond the date established by Urgency Ordinance No. 6210 (December 31, 2019) unless extended or modified by the Board of Supervisors.

Water Agency collectively shall mean the Sonoma County Water Agency, Occidental County Sanitation District, Russian River County Sanitation District, South Park County Sanitation District, and Sonoma Valley County Sanitation District. Sonoma County Water Agency operates the aforementioned sanitation districts under contract with Districts.

SECTION 2.02 – TEMPORARY CONNECTIONS TO WATER AGENCY SANITARY SEWER SYSTEMS:

1. To establish a Temporary Connection, Parcel owners must apply for a temporary sewer permit at the offices of the Sonoma County Permit & Resource Management Department.
2. More than one Habitable Unit may share a sewer lateral on the same Parcel subject to Water Agency approval.
3. No Temporary Connection(s) shall be installed, altered, or repaired within the jurisdiction of the Water Agency until a temporary sewer permit application has been reviewed and approved by the Water Agency, and parcel owner has complied with all rules and regulations of Water Agency and/or applicable regulations of the County of Sonoma or other appropriate jurisdiction. The Water Agency reserves the right to grant or reject said application for any cause which may adversely affect Water Agency Facilities.
4. Completed and signed temporary sewer permits constitute an agreement to pay for all services rendered pursuant to that application; and to be bound by all rules and regulations of the Water Agency including provisions, terms, and requirements of this and other ordinances and resolutions, and any plans and specifications filed with the application, together with such corrections or modifications as may be made or permitted by the Water Agency. All applications for temporary connection shall be signed by the legal owner(s) of the Parcel served.

SECTION 2.03 – FEES FOR TEMPORARY CONNECTIONS:

1. Connection Fees. Temporary Connections shall not be subject to connection fees set forth in the applicable Water Agency and/or District Sanitation Code.
2. Annual Sewer Service Charges.

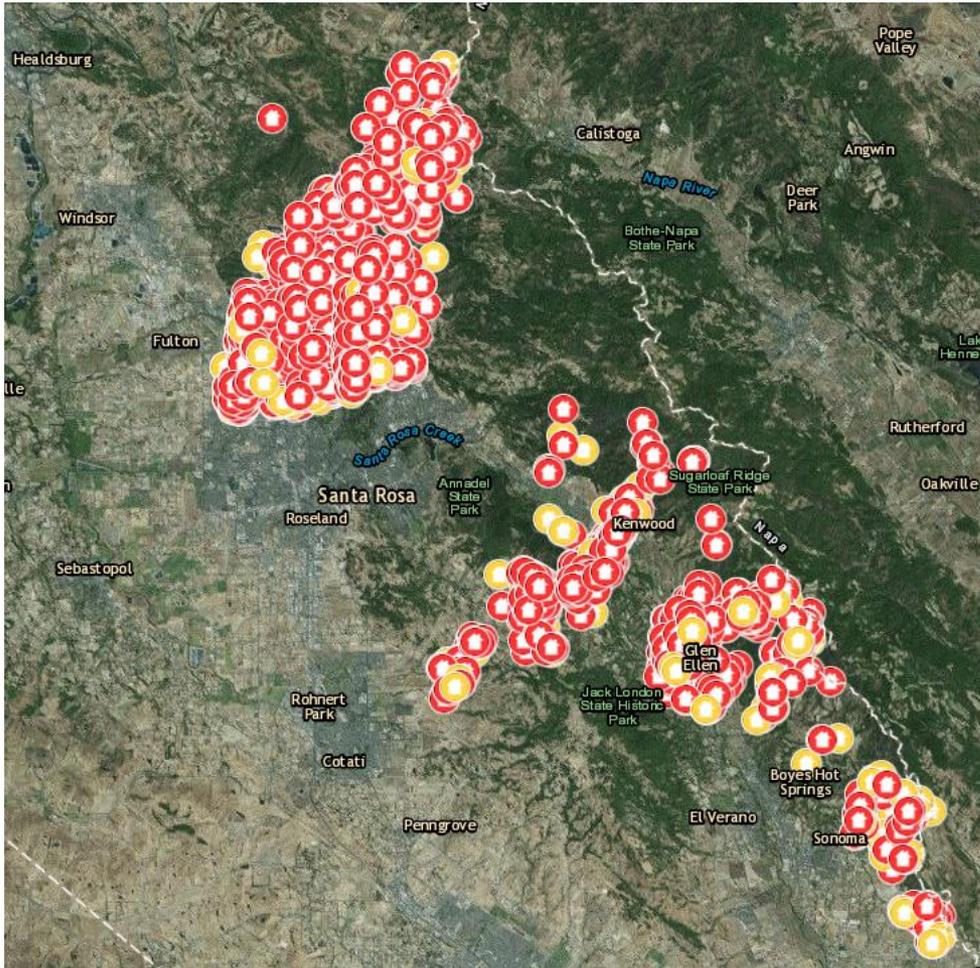
- a. Upon approval of Temporary Connections and issuance of a temporary sewer permit for a Temporary Connection, the Water Agency will apply its Annual Sewer Service Charges. Annual Sewer Service Charges for Temporary Connections will be calculated by the Water Agency based on the number of Equivalent Single-Family Dwelling units for residential, commercial, and other types of uses on the parcel multiplied by the rate per Equivalent Single-Family Dwelling established in the Water Agency Fee Ordinances in effect at the time.
- b. At the time the temporary sewer permit for the Temporary Connection is issued, the Annual Sewer Service Charge will be prorated from the first day of the month in which the temporary sewer permit is issued to the last day of the following June closing out that Fiscal Year (July – June). Annual Sewer Service Charges for that prorated period of the first Fiscal Year shall be due and payable at the time of issuance of the temporary sewer permit to connect to the Water Agency's sewer system.
- c. Thereafter, following the close of the first Fiscal Year, the Annual Sewer Service Charges will be collected on the tax roll of the County of Sonoma, State of California, in the manner provided pursuant to Sections 5471 through 5473.11 of the Health and Safety Code of the State of California.

SECTION 2.04 – ABANDONMENT OF TEMPORARY CONNECTIONS; APPLICATION FOR PERMANENT

CONNECTION: Upon expiration of County Urgency Ordinance 6210 and this Urgency Ordinance:

1. Abandonment. Parcel owners shall be required to obtain a permit to abandon the temporary sewer connection pursuant to Section 4.09 of Water Agency's Sanitation Codes. Parcel owners must apply for, obtain a permit for abandonment and complete abandonment of the Temporary Connection within a reasonable time specified by the Water Agency's General Manager or his/her designee.
2. Permanent Connection. Parcel owners may pursue permanent connections under existing Water Agency Sanitation Codes, including, without limitation, those related to connection of a building which is a replacement of a previously connected building, destroyed by no fault of the parcel owner or rendered uninhabitable by a catastrophic event (See, Section IX.H. of Water Agency Ordinance 16, Section VII.B. of Occidental County Sanitation District Ordinance 42, Section VII.B. of Russian River County Sanitation District Ordinance 33, Section VII.B. of South Park County Sanitation District Ordinance 36, and Section VII.C. of Sonoma Valley County Sanitation District Ordinance 51).

FY 17-18 Sanitation Urgency Ordinances



Kevin Booker
Interim Assistant General Manager
kevin.booker@scwa.ca.gov
707-521-1865

Lynne Rosselli
Finance & Accounting Mgr
lynne.rosselli@scwa.ca.gov
707-524-3771

Sonoma Complex Fires

Overview

- A. Adopt an Urgency Ordinance of the Board of Directors of the Sonoma County Water Agency and the Board of Directors of the Sonoma Valley County Sanitation District to Prorate Annual Sewer Service Charges for Fiscal Year 2017/2018 for Persons Displaced by the Sonoma Complex Fires who own Parcels in the Airport-Larkfield-Wikiup Sanitation Zone and the Sonoma Valley County Sanitation District.

- B. Adopt an Urgency Ordinance of the Boards of Directors of the Sonoma County Water Agency, the Occidental County Sanitation District, the Russian River County Sanitation District, the Sonoma Valley County Sanitation District and the South Park County Sanitation District Authorizing Temporary Connections to Water Agency Sanitary Sewer Systems.

- C. Adopt a Resolution to Introduce, Read the Title and Waive Further Reading of the Proration Urgency Ordinance.

- D. Adopt a Resolution to Introduce, Read the Title and Waive Further Reading of the Temporary Connection Urgency Ordinance.

Proration Urgency Ordinance

- Prorate Annual Sewer Service Charges for Fiscal Year 2017/2018 for Persons Displaced by Sonoma Complex Fires:
 - 334 Parcels in Airport-Larkfield-Wikiup Sanitation Zone
 - 76 Parcels in Sonoma Valley County Sanitation District
- Pay for service only from July 2017 through September 2017 in FY 2017-2018.
- Sonoma County Assessor's Office to send revised property tax roll with prorated sewer service charges.
- Effective through June 30, 2018.

Temporary Connection Urgency Ordinance

- Authorizes temporary connection of recreational vehicles, travel trailers, or other habitable units in Water Agency Sanitation Zones and Districts.
- Connection fees do not apply to temporary connections.
- Establishes prorated annual sewer service charges for temporary connections.
- Allows temporary connections while County Urgency Ordinance 6210 remains in effect (currently through 12/31/19).

Requested Board Actions

- A. Adopt an Urgency Ordinance of the Board of Directors of the Sonoma County Water Agency and the Board of Directors of the Sonoma Valley County Sanitation District to Prorate Annual Sewer Service Charges for Fiscal Year 2017/2018 for Persons Displaced by the Sonoma Complex Fires who own Parcels in the Airport-Larkfield-Wikiup Sanitation Zone and the Sonoma Valley County Sanitation District.

- B. Adopt an Urgency Ordinance of the Boards of Directors of the Sonoma County Water Agency, the Occidental County Sanitation District, the Russian River County Sanitation District, the Sonoma Valley County Sanitation District and the South Park County Sanitation District Authorizing Temporary Connections to Water Agency Sanitary Sewer Systems.

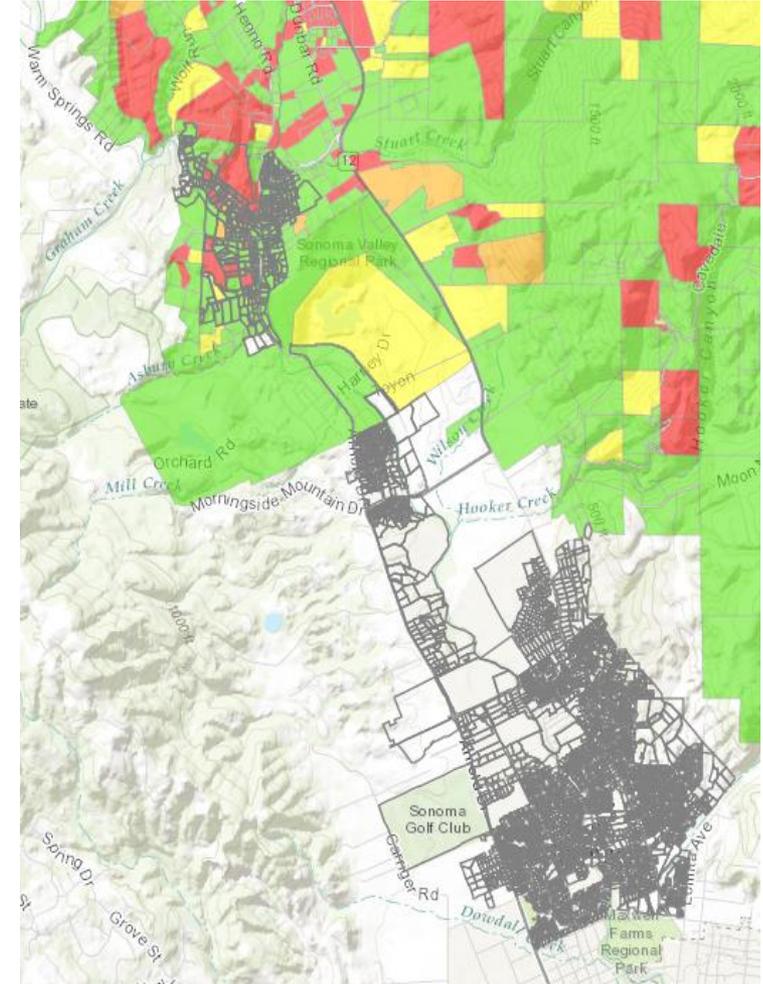
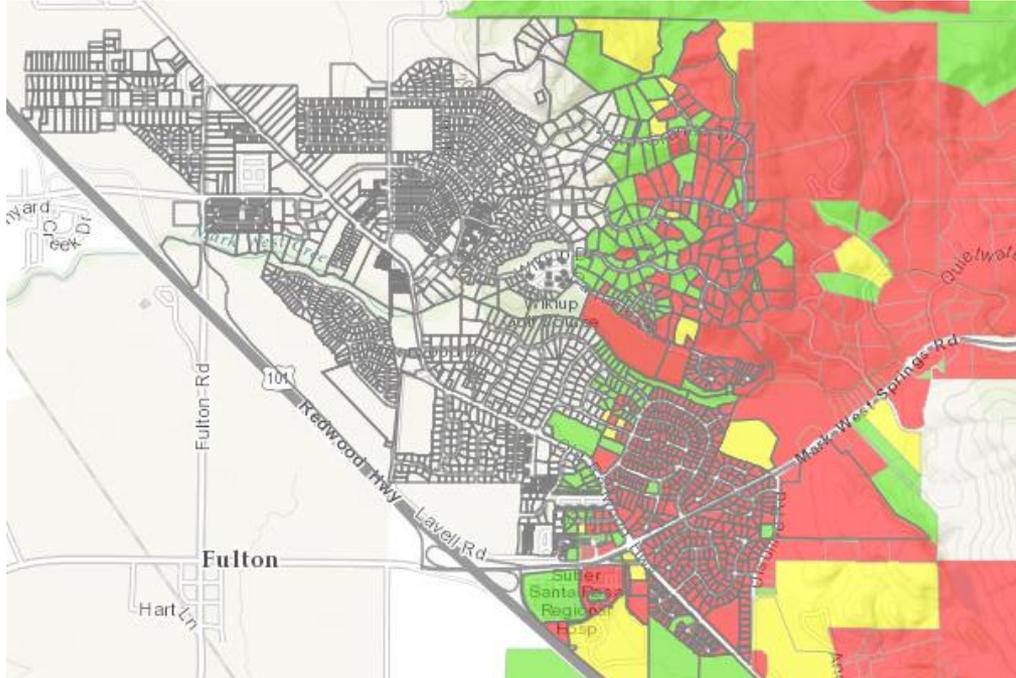
- C. Adopt a Resolution to Introduce, Read the Title and Waive Further Reading of the Proration Urgency Ordinance

- D. Adopt a Resolution to Introduce, Read the Title and Waive Further Reading of the Temporary Connection Urgency Ordinance.

Questions?

Airport-Larkfield-Wikiup Sanitation Zone

Sonoma Valley County Sanitation District



Parcels affected by the Fires



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 57
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: December 12, 2017

Vote Requirement: Majority

Department or Agency Name(s): Permit Sonoma

Staff Name and Phone Number:

Melinda Grosch 707-565-2397

Supervisorial District(s):

First

Title: Agricultural Preserve expansion and a new Land Conservation Act Contract; Gary Felder Trust et al and Eleanor Phipps-Price and William S. Price; PLP14-0008.

Recommended Actions:

Adopt a Resolution to authorize the Chair of the Board of Supervisors to include 380.63 acres into Agricultural Preserve 2-355 and mutually rescind an existing Type II Williamson Act Contract on 863.63 acres (two APN's) and replace it with two new Non-Prime Williamson Act Contracts on two parcels of 703.48 acres and 540.78 acres in size as a result of the adjusted parcels from Lot Line Adjustment LLA14-0005 located at 1957 and 1951 Felder Road, Sonoma; APNs 142-011-007, 008, -009, and -010.

Executive Summary:

In 2014 a Lot Line Adjustment was requested and approved for the two parcels that are the subject of this request. A portion of the land has been under contract for many years but a 380.63 acre portion represented by APN 142-011-007, is not in the Agricultural Preserve and has never been under contract. Therefore, this request asks that the 380.63 acres be added to Agricultural Preserve 2-533 and that the original Land Conservation Act contract be rescinded and a replacement contract and a new Non-Prime Contract be approved for the two parcels. The legal parcels are each have two parcel numbers each: APN's 142-011-009 and -010 are currently under contract. That contract will be rescinded and replaced with a new Non-Prime Contract and Land Conservation Plan. APN's 142-011-007 and -008 are the other parcel. APN 142-011-008 is under contract. The portion of the contract over APN 142-011-008 will be rescinded and the entire parcel represented by APN 142-011-008 and -007 will be placed under a new Non-Prime contract and Land Conservation Plan, resulting in a net increase of 380 acres protected under a Land Conservation Contract.

Discussion:

Project Description, Location, and Zoning:

Gary Felder Trust et al and Eleanor Phipps Price and William S. Price seek approval of an expansion of Agricultural Preserve 2-355 and one replacement and one new non-Prime Land Conservation Act Contracts for non-prime agricultural land for cattle grazing and also planted in vineyards. The project

site consists of two parcels of 703.48 acre and 540.78 acres each with primary residences, Agricultural Employee Dwelling Units, Farm Family Housing, and various agricultural accessory buildings. In addition to the cattle grazing operation, the 540.78 acre parcel is planted with 120.78 acres of vineyard, a prime agricultural use. The project site is located east of the intersection of Felder Road and Arnold Drive at 1951 and 1957 Felder Road, Sonoma. The base zoning for APN's 142-011-009 and -010 is LEA (Land Extensive Agriculture) , 100 acre density and current combining zones include Z (Second Dwelling Unit Exclusion), RC (Riparian Corridor) 100'/50', RC (Riparian Corridor) 50'/50', G (Geologic Hazard), SR (Scenic Resources) , VOH (Valley Oak Habitat). The base zoning for APN 142-011-008 is split between DA (Diverse Agriculture), 40 acre density and LEA (Land Extensive Agriculture) , 100 acre density and current combining zones include RC (Riparian Corridor) 100'/50' , RC (Riparian Corridor) 50'/50', SR (Scenic Resources), VOH (Valley Oak Habitat). The base zoning for APN 142-011-007 is DA (Diverse Agriculture), 40 acre density and current combining zones include RC (Riparian Corridor) 100'/50' , RC (Riparian Corridor) 50'/50', SR (Scenic Resources), VOH (Valley Oak Habitat).

Background:

As part of the Board of Supervisors' December 2011 update of the *Sonoma County Uniform Rules for Agricultural Preserves and Farmland Security Zones ("Uniform Rules")* the Board eliminated the distinction between Prime (Type I) and Non-Prime (Type II) Agricultural Preserves. This allows the County to enter into either a Prime or Non-Prime contract in any established Preserve. The subject land is located adjacent to an established Preserve; Preserve Number 2-355.

As part of the update of the *Uniform Rules*, the County has implemented use of a Land Conservation Plan which is incorporated into a Land Conservation Act Contract. The Land Conservation Plan will show locations of various agricultural, open space, permitted, and compatible land uses on contracted land. Future changes to the Land Conservation Plan may be approved by the Director of Permit Sonoma and recorded on title of the subject parcel.

Enlargement of the Agricultural Preserve:

The 380.63 acre portion (APN 142-011-007) of the 540.78 acre parcel (APN 142-011-007 and 142-011-008) is not currently included in the existing, adjacent Agricultural Preserve. This area will be added to the Agricultural Preserve to ensure that the boundaries are coterminous with the new contracted area. The parcel qualifies for inclusion in an Agricultural Preserve, and thus enlargement of the current agricultural preserve is permitted, as further described in the attached Resolution of approval.

New Land Conservation (Williamson) Act Contract:

The Gary Felder Trust et al and Eleanor Phipps Price and William S. Price parcels qualify for a replacement and a new Land Conservation Act Contract for non-prime agricultural land as further described in the attached Resolution of approval.

Staff Recommendation:

Staff recommends the Board of Supervisors approve the request because all of the state and local requirements for one replacement and one new Non-Prime Land Conservation Act Contract for the 703.48 acre parcel and 540.78 acre parcel within the expanded Agricultural Preserve have been met.

Prior Board Actions:			
The Board of Supervisors approved Lot Line Adjustment LLA14-0005 by resolution 14-0510 on December 9, 2014 which included the two subject parcels.			
Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship			
Land Conservation Act Contracts support agriculture and agribusiness by assisting in the preservation of agricultural land through the incentive of reduced property taxes in exchange for retaining the land in agricultural production.			
Fiscal Summary			
Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			
Narrative Explanation of Fiscal Impacts:			
<p>Land Conservation Act Contracts result in a reduction in the County’s share of property tax revenue for each parcel under a Land Conservation Act Contract. The amount of this reduction for an individual contract depends on parcel-specific variables including the Proposition 13 status of the land and the value of the agricultural crop, and is determined annually by the Assessor’s office. The Board has directed that, as a policy matter, approving new contracts is important to the County’s agricultural economy and outweighs the cost in reduced property tax revenue. The present action will result in 380 acres of land, currently identified by APN 142-011-007, being restricted under a Land Conservation Contract for the first time.</p> <p>Below are the estimated values if 142-011-007 were placed under a Land Conservation Contract compared to the parcel’s current valuation under Proposition 13. The contract would result in a reduction in assessed value of approximately \$5,571,006, which would be approximately \$63,261 in property tax savings the first year based on an estimated tax rate of 1.1%. The Assessor recognizes the restriction in valuing the property every year that the property continues to be restricted by the contract.</p>			

	Prop 13	CLCA
Land	\$6,487,610	\$1,100,000
Structure	\$2,158,783	\$2,158,783
RPFE	\$ 273,266	\$ 273,266
Growing	\$ 788,396	\$ 425,000
Total	\$9,708,055	\$3,957,049

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

None.

Attachments:

Draft Board of Supervisors Resolution
Attachment A: Agricultural Preserve Amendment Map

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

Land Conservation Act Contracts for:
Felder with attached Exhibit A (legal description) and Exhibit B (Land Conservation Plan with attached Site Plan).
Price attached Exhibit A (legal description) and Exhibit B (Land Conservation Plan with attached Site Plan).



County of Sonoma
State of California

Date: December 12, 2017

Item Number: _____
Resolution Number: _____

PLP14-00089 Melinda Grosch

4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Approving The Request By Gary Felder Trust Et Al And Eleanor Phipps-Price And William S. Price To Include 380.63 Acres Into Agricultural Preserve 2-355 And Mutually Rescind An Existing Land Conservation (Williamson) Act Contract On 863.63 Acres (Two APN's) And Replace It With Two New Land Conservation Act Contracts And Land Conservation Plans, For Non-Prime Agricultural Land On Two Parcels Of 703.48 Acres And 540.78 Acres In Size As A Result Of The Adjusted Parcels From Lot Line Adjustment LLA14-0005 Located At 1957 And 1951 Felder Road, Sonoma; APNs 142-011-007, -008, -009, And -010.

Whereas, a request has been made by property owners of Gary Felder Trust et al. and Eleanor Phipps-Price and William S. Price, to authorize the Chair to approve one replacement and one new Land Conservation Act Contract and attached Land Conservation Plans, for non-prime agricultural land located at 1951 and 1957 Felder Road, Sonoma; APN 142-011-007, -008, -009, and -010, Supervisorial District No. 1; and

Whereas, on December 13, 2011, the Board of Supervisors adopted the updated *Sonoma County Uniform Rules for Agricultural Preserves and Farmland Security Zones (Uniform Rules)* (Resolution No. 11-0678); and

Whereas, consistent with the *Uniform Rules*, County Counsel has revised the Land Conservation Act Contract form, which now incorporates a Land Conservation Plan identifying the various uses of the contracted land. Future changes to identified land uses require amendment of the Land Conservation Plan. The Board, pursuant to Resolution No. 11-0678, has authorized the Director of Permit Sonoma to approve amendments to executed Land Conservation Plans; and

Whereas, the Board of Supervisors finds that the majority of the 703.48 +/- acre and 540.78 +/- acre parcels, are currently located in Agricultural Preserve 2-355, and presently meet the requirements for one replacement and one new Non-Prime (Type II) Land Conservation Act Contracts and that the 380.63 +/- acres that are outside the Preserve are suitable to be added to the Preserve; and

Whereas, consistent with the Uniform Rules, the Board of Supervisors may concurrently

consider and approve both the enlargement of Agricultural Preserve 2-355 and the two new Land Conservation Act Contracts, and

Whereas, the Board of Supervisors finds that the inclusion of the 380.63 +/- acres, identified as APN 142-011-007 into Agricultural Preserve 2-355 is consistent with the Sonoma County General Plan and the applicable provisions of state law; and

Whereas, the Board of Supervisors finds that the 380.63 +/- acre portion of parcel will meet the requirements for a new Non-Prime Land Conservation Act Contract.

Now, Therefore, Be It Resolved that the Board of Supervisors makes the following specific findings concerning the requirements for enlargement of Agricultural Preserve 2-355:

1. Pursuant to Government Code Section 51231 and under the County's *Uniform Rules* (Uniform Rule 3.5.A.) the Board of Supervisors may modify an existing Agriculture Preserve by a Resolution after a public hearing. Pursuant to Government Code Section 51237, the Resolution and enlarged Agricultural Preserve Map depicting the 380.63 acres added to the preserve area will be recorded.
2. Pursuant to Government Code Section 51234, enlargement of an Agricultural Preserve must be consistent with the General Plan. Also, the use of any land within an Agricultural Preserve must be restricted by zoning that is compatible with the agricultural or open space uses of the land within the preserve subject to Land Conservation contracts. Enlarging the existing Agricultural Preserve 2-355 is consistent with the General Plan, the land is devoted to agricultural use, the majority (863.61 acres or 69%) of the two parcels is currently located within Agricultural Preserve 2-355, is designated as Diverse Agriculture and Land Extensive Agriculture under the General Plan, and the zoning is DA (Diverse Agriculture) and LEA (Land Extensive Agriculture) which restricts land to agriculture and compatible uses, and 860.13 acres (69%) of the two parcels totaling 1,244.24 acres is dedicated to grazing and 115.05 acres (9%) is planted in vineyard. The enlargement of the existing Agricultural Preserve Area does not result in any loss of land under the Land Conservation Act program since 380.63 acres is being added.
3. Generally an Agricultural Preserve must contain at least 100 contiguous acres of land unless the Board of Supervisors finds that a smaller preserve is necessary due to the unique characteristics of the agricultural enterprises in the area and that such preserve is consistent with the General Plan and Zoning Code (Rule 3.3 A of the Uniform Rules for Agricultural Preserves). The existing preserve, 2-355, is one of the original Agricultural Preserves in Sonoma County and is well over 100 acres. The addition of 380.63 acres further increases the size of the

preserve.

4. The enlargement of Agricultural Preserve 2-355 can be considered concurrently with the application for one replacement and one new contract and approved by one action.
5. Pursuant to Section 15317 of the CEQA Guidelines, the project is Categorically Exempt from CEQA.

Be It Further Resolved that the Board of Supervisors makes the following specific findings concerning the requirements for one replacement and one new Non-Prime (Type II) Land Conservation Act Contracts (“Contracts ”):

- a. Land is within an Agricultural Preserve: The majority (69%) of the two parcels is currently located within Agricultural Preserve 2-355. A 380.63 acre portion of the site is not currently included in the Agricultural Preserve. This area will be added to the Agricultural Preserve to ensure that the boundaries are coterminous with the contract. The Board of Supervisors may approve an application for the establishment or alteration of an agricultural preserve concurrently with its approval of an application for a contract or contracts within the preserve.
- b. Agricultural Use of the Land: In Sonoma County this means that at least 50% of the land is used for agriculture purposes.

Approximately 99% or 700 acres of the 703.5 acre Felder parcel (APN’s 142-011-009 and 142-011-010) are devoted to grazing. This exceeds the 50% requirement.

Approximately 50.8 % (275.18 acre) of the 540.76 acre Price parcel (APN’s 142-011-007 and 142-011-008) are devoted to agriculture. The agricultural use is split between grazing, 160.13 acres, and vineyards, 115.05 acres. This exceeds the 50% requirement.

- c. Single Legal Parcel Requirement: The land proposed for the two contracts is comprised of two legal parcels made up of the following Assessor’s Parcel Numbers: 142-011-007 & -008 comprise one parcel – the Price parcel and 142-011-009 & -010 comprise the second parcel – the Felder parcel.
- d. Minimum Parcel Size: The land must be at least 40 acres in size for a Non-Prime Land Conservation Act contract. The 703.48 +/- acre parcel and 540.78 +/- acre parcel exceed the 40-acre minimum parcel size for a Non-Prime Land Conservation Act Contract.

- e. Minimum Income Requirement: For grazing land, the minimum income requirement is \$2,000.00 gross annual income per farm operation and \$2.50 per acre per year. Between the years of 2008 and 2012, the 703.5 acre Felder parcel has generated a gross annual income of \$58,704 to \$64,122, while per acre gross annual income has been \$82.55 to \$91.15. Between the years of 2009 and 2013, the 540.76 acre Price parcel has generated a gross annual income of \$416,401 to \$768,152, while per acre gross annual income has been \$770.03 to \$1,402.50 not including the leased area for grazing.
- f. Non-Agricultural Compatible Uses: Non-agricultural uses of the land must be listed in the Uniform Rules as compatible uses. Compatible uses must be limited to 5 acres or 15% of the total acreage, whichever is less. Here the 5 acre standard applies.

The 703.5 acre Felder parcel (APN's 142-011-009 and 142-011-010) is developed with three dwellings which are occupied by the owner, the ranch manager, and an agricultural employee. These structures occupy 0.25 acres which is within the allowable area for compatible uses. Such uses are listed as "compatible uses" in Uniform Rule 8.3.

The 540.76 acre Price parcel (APN's 142-011-007 and 142-011-008) is developed with three dwellings which are occupied by the owner and agricultural employees, a horse barn, dairy barn, and work shop. These structures occupy 0.73 acres which is within the allowable area for compatible uses. Such uses are listed as "compatible uses" in Uniform Rule 8.3.

Be It Further Resolved that the Board of Supervisors finds the requested action categorically exempt from the California Environmental Quality Act pursuant to Section 15317, of the State CEQA Guidelines, which provides that executing a new Land Conservation Act Contract is exempt from the California Environmental Quality Act.

Be It Further Resolved that the Board of Supervisors hereby grants the request by Gary Felder Trust et al. and Eleanor Phipps-Price and William S. Price to expand Agricultural Preserve 2-355 by 380.63 acres currently identified as APN 142-011-007.

Be It Further Resolved that the Board of Supervisors hereby grants the request by Gary Felder Trust et al. and Eleanor Phipps-Price and William S. Price by approving one replacement and one new Non-Prime Land Conservation Act Contract and attached Land Conservation Plans, to restrict the 703.48 acre and 540.78 acre parcels located at 1951 and 1957 Felder Road, Sonoma; APN 142-011-007, -008, -009, and -010.

Be It Further Resolved that the Board of Supervisors authorizes the Chair of the Board of Supervisors to execute the two Land Conservation Act Contracts and attached Land Conservation Plans.

Be It Further Resolved that the Clerk of the Board of Supervisors is hereby instructed to record within 20 days and no later than December 31, 2017 (1) this Resolution and attached Agricultural Preserve Map showing expansion of Preserve 2-355; and (2) the associated Land Conservation Act Contract and attached Land Conservation Plan with the Office of the Sonoma County Recorder.

Be It Further Resolved that the Board of Supervisors designates the Clerk of the Board as the custodian of the documents and other material which constitute the record of proceedings upon which the decision herein is based. These documents may be found at the office of the Clerk of the Board, 575 Administration Drive, Room 100-A, Santa Rosa, California 95403.

Supervisors:

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

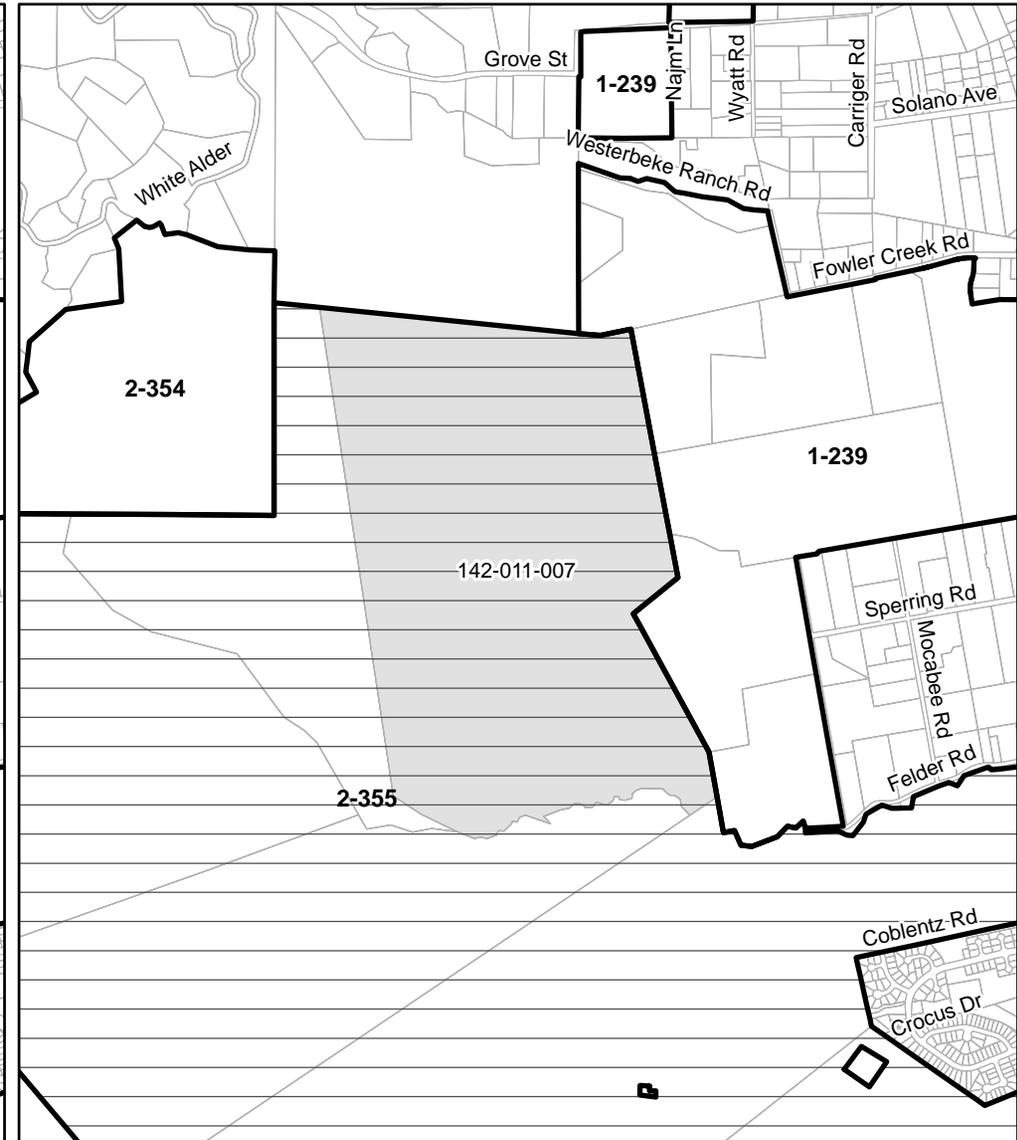
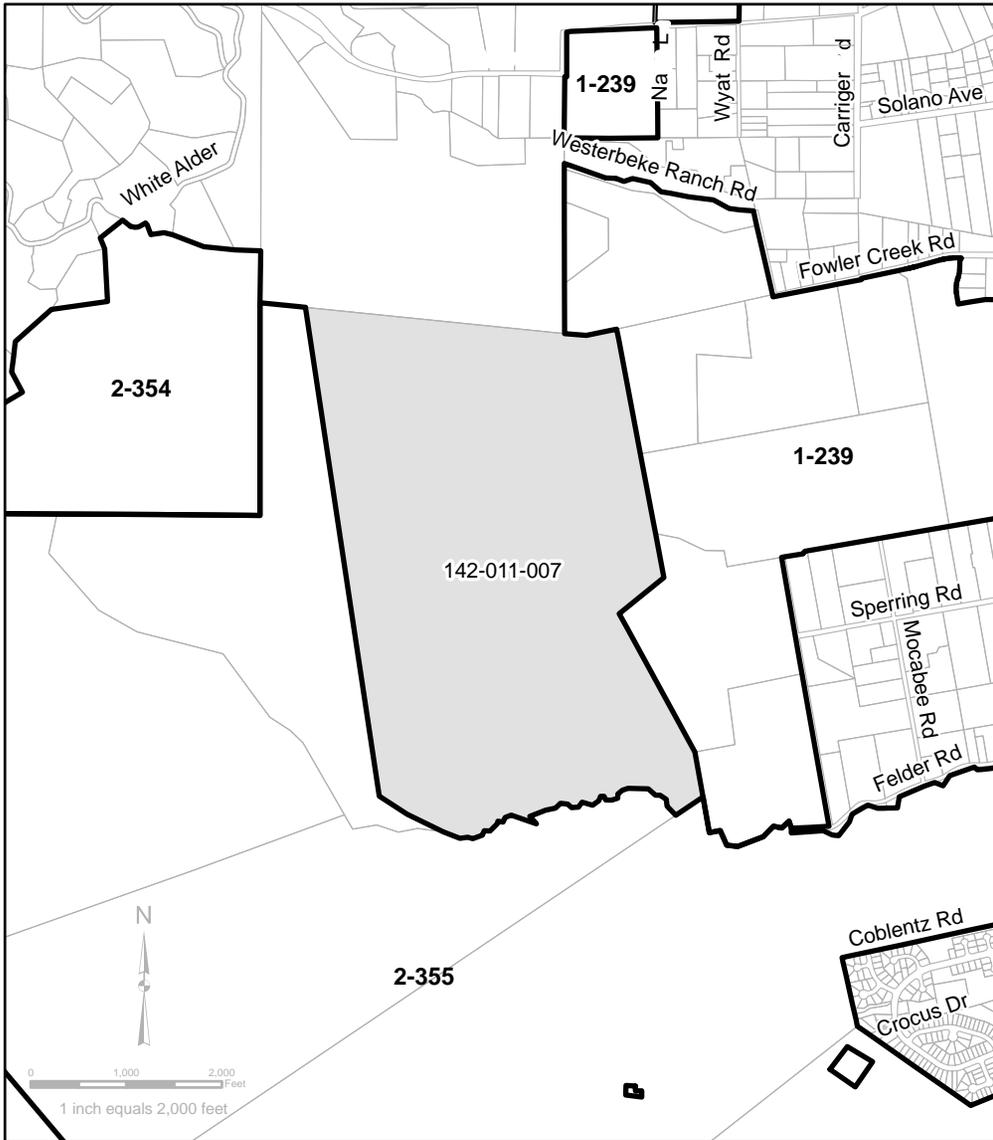
Absent:

Abstain:

So Ordered.

Existing Agricultural Preserve Area

Proposed Agricultural Preserve Area



Assessor's parcel data are current as of September 14, 2016. For more current parcel data consult the County of Sonoma Assessor's Office.

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Map Scale and Reproduction methods limit precision in physical features displayed. This map is for illustrative purpose only, and is not suitable for parcel-specific decision making. The parcels contained here-in are not intended to represent surveyed data.

Site-specific studies are required to draw parcel-specific conclusions.

Agricultural Preserve Amendment Data

-  Subject Area and/or Parcel
-  Existing Agricultural Preserve Boundary
-  Proposed Agricultural Preserve Boundary [Expand 2-355]

Basemap Data

-  Parcels

File: AGP14-0003
 APN: 142-011-007
 Resolution No.: TBD
 Adopted Date: TBD

Agricultural Preserve Expansion

County of Sonoma

Permit and Resource Management Department

2550 Ventura Avenue, Santa Rosa, California 95403





County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 58
(This Section for use by Clerk of the Board Only.)

To: Sonoma County Board of Supervisors

Board Agenda Date: December 12, 2017

Vote Requirement: Majority

Department or Agency Name(s): Permit Sonoma

Staff Name and Phone Number:

Hannah Spencer 565-1928

Supervisorial District(s):

5

Title: Rezoning to remove Z (Accessory Unit Exclusion) Combining District to allow for a potential future application for Accessory Dwelling Unit

Recommended Actions:

Adopt an Ordinance rezoning the parcel to remove the Z (Accessory Unit Exclusion) Combining District located at 158 Avila Lane, Sebastopol; PRMD File No. ZCE16-0017; Supervisorial District 5.

Executive Summary:

On October 5, 2017, the Planning Commission, with a 4-0-1-0 vote, recommended that the Board of Supervisors approve the rezoning to remove the Z Combining District to allow a future accessory dwelling unit on the 4.88 acre parcel. This action is consistent with General Plan Housing Element Policy HE-3c as an opportunity to provide affordable housing on the site.

Discussion:

Project Description, Location and Zoning:

The property owner filed a Zone Change application to remove the Z (Accessory Unit Exclusion) Combining District on a 4.88 acre parcel located half a mile west of the City of Sebastopol. The property generally slopes southeast and contains a seasonal stream on the southern boundary. The property is developed with a 928 square foot single family dwelling, detached garage, workshop, an orchard and a well. The property owner wishes to build a new primary residence and designate the existing residence as an accessory dwelling unit. The base zoning is DA (Diverse Agriculture), 20 acre density district, with Combining Zones of Z (Accessory Unit Exclusion), RC 100/50 (Riparian Corridor with 100-foot and 50-foot setbacks), and SR (Scenic Resources). The parcel is not under a Land Conservation Act Contract.

Background:

The subject property received the DA (Diverse Agriculture), Z (Accessory Unit Exclusion) combining designation in 1993 during the implementation of the 1989 General Plan because the parcel was zoned AE (Agriculture Exclusive) at that time. Accessory dwellings are restricted in the Agricultural Zones because other agricultural housing opportunities are allowed, such as: agricultural employee units, farm

family, and farmworker units; which do not count towards density and are directly related to agriculture. However, many smaller-sized parcels do not qualify for these types of agricultural units. The Board adopted Policy HE-3c to allow the smaller parcels to have an accessory unit, if appropriate.

Typically, accessory dwelling units are allowed in the Diverse Agriculture zoning district under the following circumstances: there is not a Z combining district; the parcel is not under a Land Conservation (Williamson) Act Contract; the parcel is at least 1.5 acres in size in areas served by well and septic systems; and the request meets all the Accessory Dwelling Unit Zoning Code standards.

ISSUES DISCUSSED AT THE PLANNING COMMISSION PUBLIC HEARING

Issue #1: General Plan Consistency

General Plan Housing Element Policy HE-3c includes a program to remove qualifying parcels from the Z (Accessory Unit Exclusion, formerly known as “Second Dwelling Unit Exclusion”) Combining District when the parcels are between two and ten acres in size. Policy HE-3c states:

Review “Z” (Second Dwelling Unit Exclusion) Combining District restrictions on agricultural parcels of less than 10 acres county-wide, and consider removing the restrictions where appropriate.

The Board of Supervisors adopted this policy and program, but directed staff to continue to implement it on a case-by-case basis. The subject parcel is zoned DA (Diverse Agriculture) and is 4.88 acres in size. Allowing the Z combining district to be removed and adding an additional dwelling unit is consistent with Policy HE-3c as an opportunity to provide affordable housing on the site.

Issue #2: Zoning Consistency

Section 26-76-005 states the following reasons for applying the Z (Accessory Unit Exclusion) combining district:

The purpose of this district is to provide for the exclusion of Accessory Dwelling Units in the following areas:

- a) Areas where there is an inadequate supply of water for drinking or firefighting purposes,*
- b) Areas where there are inadequate sewer services or danger of groundwater contamination,*
- c) Areas where the addition of second units would contribute to existing traffic hazards or increase the burden on heavily impacted streets, roads, or highways, and*
- d) Areas where, because of topography, access, or vegetation, there is a significant fire hazard (Ord. No. 4643, 1993).*

The above reasons do not appear to apply to the project site based on the following:

- Water Supply:
The subject parcel has adequate water supply as it is served by a well and located in a Groundwater Availability Area 2 (Major Natural Recharge Area).

- Septic System Capability:
The subject parcel has adequate sewer services as it is served by a septic system in a Major Natural Recharge Area primarily composed of well-draining soils. Based on the soils and nearby parcels sizes, it does not appear that adding an additional septic system could cause groundwater contamination. In addition, the subject site is not located in an area subject to variance prohibitions and/or special standard requirements for septic systems.
- Traffic Impact:
Adding an additional dwelling unit will not significantly impact traffic as the subject parcel is located in a lightly populated area and there are no existing traffic hazards. In addition, the streets, roads, and highways in the area are all operating acceptably and are not projected to become impacted in the foreseeable future.
- Fire Hazards:
The General Plan Safety Element Figure PS-1g, Wildland Fire Hazard Areas, shows that the subject parcel is not located in an area prone to wildfires.

Issue #3: Spot Zoning

The County of Sonoma has attempted to implement a comprehensive land use plan through its Zoning Ordinance. Spot zoning is generally considered undesirable but refers to the primary base zone, rather than to combining zones. The subject parcel was compared to adjoining properties to determine the overall pattern of zoning designations. All parcels adjacent to the site share the same zoning, DA (Diverse Agriculture) with the Z (Accessory Unit Exclusion) Combining District.

Each of the surrounding parcels with the Z combining district would have the same opportunity to apply for removal of the Z combining district pursuant to General Plan Housing Element HE-3c and would be evaluated using the same generally applicable zoning code standards. Therefore, the subject property would not be granted zoning that is either more restrictive or less restrictive than zoning which is available to the surrounding properties, and spot zoning would not occur.

Therefore, it does not appear to be spot zoning to remove the Z Combining District on this parcel, combined with the fact that the parcel is not under a Land Conservation Act Contract and is too small to ever qualify for that type of contract. In addition, the rezoning only applies to the removal of the Z Combining District. All other combining districts on the parcel will remain unchanged.

Issue 4: Environmental Review

The project is exempt from the California Environmental Quality Act pursuant to Section 15061(b)(3) because the project will have no significant effect on the environment and includes only the potential for one future residential structure exempt under Guidelines Section 15303(a).

Prior Board Actions:

None.

Strategic Plan Alignment Goal 1: Safe, Healthy, and Caring Community			
By removing the Z (Accessory Unit Exclusion) designation on this parcel, a future Accessory Dwelling Unit would be allowed by the Zoning Ordinance on the parcel, increasing the rental housing stock in the County. Accessory Dwelling Units, merely based on the size limitations in the Zoning Ordinance, have proven to provide more affordable rents to lower income households.			
Fiscal Summary			
Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			
Narrative Explanation of Fiscal Impacts:			
This project is "At-Cost" and the applicant pays all Permit Sonoma processing fees.			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
None.			
Attachments:			
Attachment A: Draft Ordinance and Sectional District Map Attachment B: Planning Commission Resolution No. 17-008			

Attachment C: Planning Commission Draft Minutes dated October 5, 2017
Attachment D: Planning Commission Staff Report dated October 5, 2017

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

None.

ORDINANCE NO. ()

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SONOMA, STATE OF CALIFORNIA, AMENDING THE OFFICIAL ZONING DATABASE OF THE COUNTY OF SONOMA, ADOPTED BY REFERENCE BY SECTION 26-02-110 OF THE SONOMA COUNTY CODE, BY RECLASSIFYING CERTAIN REAL PROPERTY FROM DA (DIVERSE AGRICULTURE), B6-20 ACRE DENSITY, Z (ACCESSORY UNIT EXCLUSION), RC 100/50 (RIPARIAN CORRIDOR WITH 100-FOOT AND 50-FOOT SETBACKS), SR (SCENIC RESOURCES) ZONING DISTRICT TO DA (DIVERSE AGRICULTURE), B6-20 ACRE DENSITY, RC 100/50 (RIPARIAN CORRIDOR WITH 100-FOOT AND 50-FOOT SETBACKS), SR (SCENIC RESOURCES) DISTRICT FOR 4.88 ACRES LOCATED AT 158 AVILA LANE, SEBASTOPOL, APN 077-150-010.

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

Section I. The Official Zoning Database (OZD) of the County, adopted by reference by Section 26-02-110 of the Sonoma County Code, is amended by reclassifying the following real property from the DA (Diverse Agriculture), B6-20 acre density, Z (Accessory Unit Exclusion), RC 100/50 (Riparian Corridor with 100-foot and 50-foot setbacks), SR (Scenic Resources) zoning district to the DA (Diverse Agriculture), B6-20 acre density, RC 100/50 (Riparian Corridor with 100-foot and 50-foot setbacks), SR (Scenic Resources) district, for 4.88 acres located on Avila Lane, otherwise known as 158 Avila Lane, Sebastopol; APN 077-150-010. File No. ZCE16-0017. The Director of the Permit and Resource Management Department is directed to reflect this amendment to the OZD of the County as shown on Sectional District Map No. _____.

Section II. The Board hereby finds this change is consistent with the Sonoma County General Plan Housing Element Policy HE-3c and the removal of the Z (Accessory Dwelling Unit Exclusion) Combining District is consistent with Section 26-76-005 of the Sonoma County Code. Furthermore, the project is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of the State CEQA guidelines.

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

Section IV. This Ordinance shall be and the same is hereby declared to be in full force and effect from and after thirty (30) days after the date of its passage and shall be published once before the expiration of fifteen (15) days after said passage, with the

names of the Supervisors voting for or against the same, in *The Press Democrat*, a newspaper of general circulation published in the County of Sonoma, State of California.

In regular session of the Board of Supervisors of the County of Sonoma, introduced on the ___ day of ___, 2017, and finally passed and adopted this ___ day of ___, 2017, on regular roll call of the members of said Board by the following vote:

SUPERVISORS:

Gorin: ___ Rabbitt: ___ Gore: ___ Hopkins: ___ Zane: ___

Ayes: _____ Noes: _____ Absent: _____ Abstain: _____

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

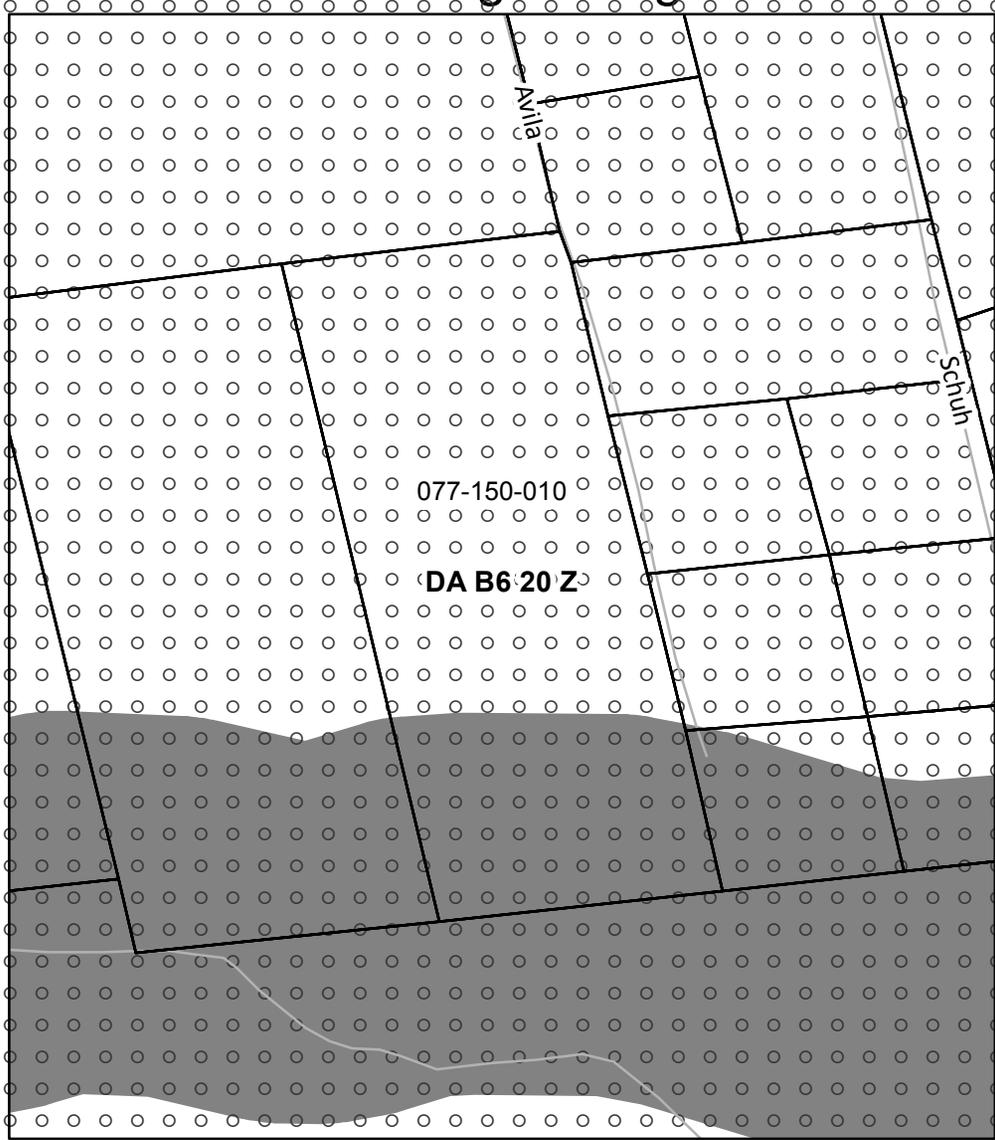
SO ORDERED.

Chair, Board of Supervisors
County of Sonoma

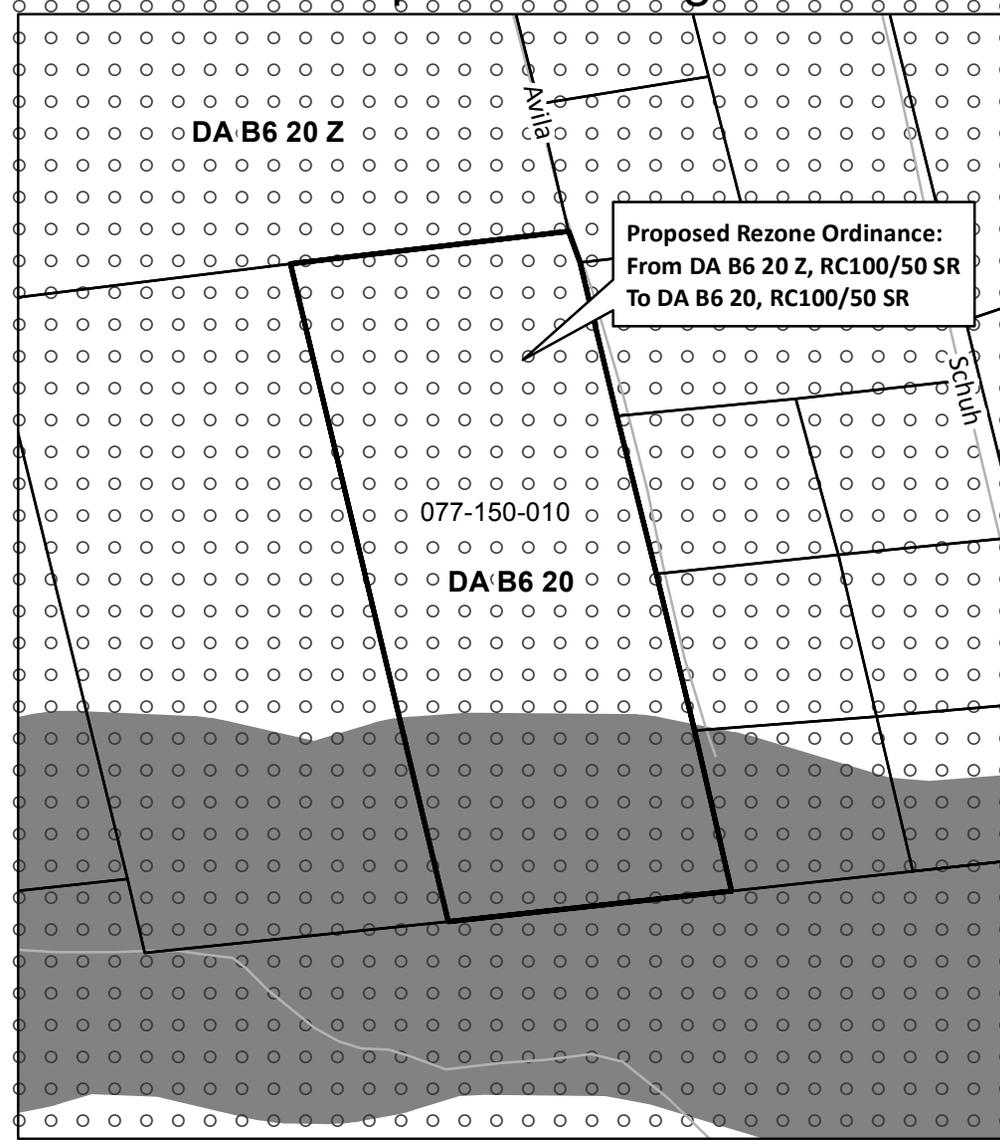
ATTEST:

Sheryl Bratton,
Clerk of the Board of Supervisors

Existing Zoning



Proposed Zoning

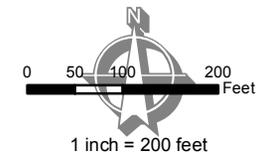


Base Map Data

-  Basezoning by Area
-  Parcel
-  Street

Zoning Combining Districts

-  RC Riparian Corridor
-  SR Scenic Resource



FILE: ZCE16-0017
 APN: 077-150-010
 Ordinance No. TBD
 Sectional District Map No. TBD

Permit and Resource Management Department
 Project Review Section
 2550 Ventura Avenue, Santa Rosa, CA 95403
 (707) 565-1965 Fax (707) 565-1103

Resolution Number 17-008

County of Sonoma
Santa Rosa, California

October 5, 2017
ZCE16-0017 Hannah Spencer

RESOLUTION OF THE PLANNING COMMISSION, COUNTY OF SONOMA, STATE OF CALIFORNIA, FINDING THE PROJECT EXEMPT FROM CEQA AND RECOMMENDING APPROVAL OF THE ZONE CHANGE TO THE BOARD OF SUPERVISORS AS REQUESTED BY DOUG HAHN, FOR PROPERTY LOCATED AT 158 AVILA LANE, SEBASTOPOL; APN 077-150-010.

WHEREAS, the owner, Doug Hahn, filed an application with the Sonoma County Permit and Resource Management Department to rezone 4.88 acres from the DA (Diverse Agriculture), B6-20-acre density, Z (Accessory Unit Exclusion), RC 100/50 (Riparian Corridor with 100-foot and 50-foot setbacks), SR (Scenic Resources) zoning district to the DA (Diverse Agriculture), B6-20-acre density, RC 100/50 (Riparian Corridor with 100-foot and 50-foot setbacks), SR (Scenic Resources) district, or other appropriate district on property located at 158 Avila Lane, Sebastopol; APN 077-150-010; Supervisorial District No. 5; and

WHEREAS, this project has been found to be categorically exempt from CEQA Guidelines; and

WHEREAS, in accordance with the provisions of law, the Planning Commission held a public hearing on October 5, 2017, at which time all interested persons were given an opportunity to be heard; and

WHEREAS, the Planning Commission recommends that the Board of Supervisors find the project exempt from CEQA.

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission makes the following findings:

1. General Plan Housing Element Policy HE-3c includes a program to remove the Z (Accessory Unit Exclusion) combining district from qualifying parcels less than ten acres in size. The subject parcel is 4.88 acres in size and allowing an accessory dwelling unit would be consistent with Housing Element goals and objectives to increase opportunities for the production of affordable housing such as accessory dwelling units.
2. Removal of the Z (Accessory Unit Exclusion) combining district is consistent with the DA (Diverse Agriculture) land use designation and will not significantly alter any of the potential uses that are currently allowed on this site.
3. The project site is not under a Land Conservation Act Contract and is too small to qualify for a Land Conservation Act Contract in the future.
4. The removal of the Z (Accessory Unit Exclusion) combining district is consistent with the Zoning Code based on the following facts. The particular circumstances in this case are:

- a. This parcel is located in a Class 2 Water Availability Area, meaning that the site is located in a major natural recharge area and there is adequate water supply to serve the existing single-family dwelling and future accessory dwelling unit.
 - b. Zoning Code Section 26-88-060(j)(2) allows an Accessory Dwelling Unit, "*on parcels with a minimum gross lot area of at least two (2) acres...*". The subject parcel is 4.88 acres in size and therefore meets this standard.
 - c. The site is not located in an area with existing traffic hazards. The addition of an accessory dwelling unit to this site would not increase the burden on streets, roads, or highways in the area as they are all operating acceptably and are not projected to become impacted in the foreseeable future.
 - d. The project site is not located within a designated fire hazard area. Removal of the Z (Accessory Unit Exclusion) combining district would not decrease public safety.
5. The project is exempt from CEQA pursuant to Section 15061(b)(3) because the project will have no significant effect on the environment and includes only the potential for one future residential structure exempt under Guidelines Section 15303(a).

BE IT FURTHER RESOLVED that the Planning Commission recommends that the Board of Supervisors approve the requested Zone Change.

BE IT FURTHER RESOLVED that the Planning Commission designates the Secretary of the Planning Commission as the custodian of the documents and other material which constitute the record of proceedings upon which the decision herein is based. These documents may be found at the office of the Sonoma County Permit and Resource Management Department, 2550 Ventura Avenue, Santa Rosa, CA 95403.

THE FOREGOING RESOLUTION was introduced by Commissioner Shahhosseini, who moved its adoption, seconded by Commissioner Tamura, and adopted on roll call by the following vote:

Commissioner Tamura	Aye
Commissioner Shahhosseini	Aye
Commissioner Davis	Aye
Commissioner Mauritson	Aye

Ayes: 4 Noes: 0 Absent: 1 Abstain: 0

WHEREUPON, the Chair declared the above and foregoing Resolution duly adopted; and

SO ORDERED.



County of Sonoma
Permit & Resource Management Department

**Sonoma County Combined Planning Commission
And Board of Zoning Adjustments
DRAFT MINUTES**

Permit Sonoma
2550 Ventura Avenue, Santa Rosa, CA 95403
(707) 565-1900 FAX (707) 565-1103

Date: October 5, 2017
Meeting No.: 17-07

ROLL CALL

Todd Tamura
Komron Shahhosseini
Pamela Davis
Cameron Mauritsen, Chair

STAFF MEMBERS

Jennifer Barrett
Hannah Spencer
Melinda Grosch
Danielle Letourneau, Secretary
Leslie Thomsen, County Counsel

1:01 PM Call to order and Pledge of Allegiance.

PLANNING COMMISSION REGULAR CALENDAR

Item No.: 1
Time: 1:05 PM
File: ZCE16-0017
Applicant: Doug Hahn
Owner: Same
Cont. from: N/A
Staff: Hannah Spencer, Project Planner
Env. Doc: Categorical Exemption 15061(b)(3)
Proposal: Request for a Zone Change to remove the Z (Accessory Unit Exclusion) combining district on a 4.88 acre parcel.
Location: 158 Avila Ln., Sebastopol
APN: 077-150-010
District: 5
Zoning: DA (Diverse Agriculture), B6 20-acre density Z (Accessory Unit Exclusion), RC 100/50 (Riparian Corridor with 100-foot and 50-foot setbacks), SR (Scenic Resources).

Staff presentation. **Hannah Spencer** summarized the staff report, which is incorporated herein by reference.

Commissioner questions:

Public hearing opened at 1:09

Kelly Keegan, owner of 8927/8929 Avila Lane lives directly across from property, and support the applicant on building their new house. They are concerned about obstruction of views and lighting at the site, but the well and septic concerns seem to have been addressed. She is willing to work in cooperation to address obstruction and light pollution issues.

Doug Hahn, applicant, stated that he is willing to work with neighborhood.

Public hearing closed at 1:11

Commission Discussion:

Commissioner Davis asked if the development will occur outside the Riparian Corridor, and **Staff Spencer** answered that it will have to be at least 100 feet away. Commissioner Davis asked if the lot could be split, and Staff Spencer said it could not. Commissioner Davis asked how the neighbors questions about lighting and view obstruction would be considered, and Staff Spencer said that this would occur during the planning process in design review. The property is in a Scenic Resources Zoning District, which addressed view from the road.

Hearing closed at 1:50

Action: Commissioner Shahhosseini motioned to approve as recommended by staff.
Seconded by Commissioner Tamura and passed with a 4-0-1 vote.

Appeal Deadline: 10 days

Resolution No.: 17-008

Vote:

Commissioner Tamura	Aye
Commissioner Shahhosseini	Aye
Commissioner Davis	Aye
Commissioner Mauritson	Aye

Ayes: 4

Noes: 0

Absent: 1

Abstain: 0

Adjourn Planning Commission and Reconvene Board of Zoning Adjustments

BOARD OF ZONING ADJUSTMENTS REGULAR CALENDAR

Item No.: 2
Time: 1:10 PM
File: UPE16-0098
Appellant: Costas Schuler, Frank Saiz, Louis Hughes, and Taylor Peterson
Applicant: John Mason
Owner: John & Christine Mason Trust
Cont. from: N/A
Staff: Melinda Grosch, Project Planner
Env. Doc: Categorically Exempt under Article 19. Section 15301. Existing Facilities
Proposal: Request for a Use Permit Modification to allow distilling of grape pomace and imperfect wine into 100 proof gallons of grappa or brandy at an existing 500 case per year winery with no public tasting or events on-site, on a 2.87 acre parcel.
Location: 6111 Van Keppel Rd., Forestville
APN: 083-072-055
District: 5
Zoning: AR (Agriculture and Residential) two acres per dwelling unit, LG/116 (Local Guidelines / Highway 116)

Staff presentation. Melinda Grosch summarized the staff report, which is incorporated herein by reference.

Commissioner questions:

Commissioner Davis asked if there is signage and fencing at the site indicating it's a winery. Staff Grosch said she was not aware of any signage, and there is field fencing.

Public hearing opened at 1:25

John Mason, Applicant, stated that there are no signs indicating wine is produced on site. A sign labels the vineyard. It is not realistic to transport wine in a vehicle, they hope to transport case goods as part of regular distribution process. The entire property is fenced with a gate, and someone is usually present. There has been a wine related business for 15 years, and a bonded winery for more than 3 years. The originally received 12-15 letters of support from neighbors and have never had issue of complaints with neighbors. Mr. Mason asked for approval of the request.

Louis Hughes, neighbor, did not object to scope of request, but expressed concern if production increases over 100 gallons per year. Hughes Road, which is a private road, should not be used as an access road to the winery. This is a major concern for him. He would like to see Nash road closed off and would like clarification on that issue. It would make the area safer for the kids in the area. The expansion of the winery is not a concern for him

Costa Shuler, neighbor, Hughes Rd. expressed concern about children that play on Hughes road and asked for conditions to be added to the permit to prevent winery use of this road. His kids are home schooled and are playing during business hours. The expansion is not an issue, only access on private roads.

Mr. Mason, Applicant, stated that there is no access through the vineyard to the winery site, and the traffic that uses Nash and Hughes are those vehicles that are accessing the vineyard.

Commissioner Davis asked if it is feasible to have vineyard workers to come in off Van Keppel Rd. Mr. Mason said that it was, but they would have to turn around on Nash. It is possible to come in off VanKeppell, but not practical.

Commissioner Davis asked how long Mason has had the winery permit, and Mr. Mason said that in 2013 they became a fully self-contained operation. Commissioner Davis asked about the processing. The applicant said that 40 gallons of wine becomes 15 gallons of final product, so it takes about six to eight runs of wine through the still to create the final product. The applicant has his own bottling equipment. No grapes are imported, and he uses only grapes grown on site. At the time when picking occurs, which takes about 3 ½ hours, six vehicles use the road. He and his wife are present during harvest. Commissioner Davis asked if pickers could park in their driveway, and the applicant said that they could. He added that they always notify the neighbors of additional activities. It is necessary 1 time a year to use a truck and trailer.

Public hearing closed at 1:38

Commission Discussion:

Commissioner Davis encouraged continued communication with the neighbors.

Hearing closed at 1:40

Action: Commissioner Davis motioned to approve as recommended. Seconded by Commissioner Shahhosseini and passed with a 4-0-1 vote.

Appeal Deadline: 10 days

Resolution No.: 17-009

Vote:

Commissioner Tamura	Aye
Commissioner Shahhosseini	Aye
Commissioner Davis	Aye
Commissioner Mauritson	Aye

Ayes: 4

Noes: 0

Absent: 1

Abstain: 0



Sonoma County Planning Commission **STAFF REPORT**

Sonoma County Permit and Resource Management Department

2550 Ventura Avenue, Santa Rosa, CA 95403

(707) 565-1900 FAX (707) 565-1103

FILE: ZCE16-0017
DATE: October 5, 2017
TIME: 1:05 p.m.
STAFF: Hannah Spencer, Project Planner

Board of Supervisors Hearing will be held at a later date and will be noticed at that time.

SUMMARY

Applicant: Doug Hahn

Owner: Same

Location: 158 Avila Lane, Sebastopol; APN 077-150-010; Supervisorial District No.: 5

Subject: Zone Change

PROPOSAL: Request for a Zone Change to remove the Z (Accessory Unit Exclusion) combining district on a 4.88 acre parcel.

Environmental Determination: Categorical Exemption 15061(b)(3)

General Plan: DA (Diverse Agriculture) 20 acre density

Specific/Area Plan: None

Land Use: N/A

Ord. Reference: Section 26-76-005

Zoning: DA (Diverse Agriculture), B6 20-acre density Z (Accessory Unit Exclusion), RC 100/50 (Riparian Corridor with 100-foot and 50-foot setbacks), SR (Scenic Resources).

Land Conservation Contract: N/A

Application Complete for Processing: March 9, 2017

RECOMMENDATION: Recommend that the Planning Commission recommend to the Board of Supervisors approval of the requested Zone Change.

EXECUTIVE SUMMARY:

Doug Hahn, the landowner, is seeking approval for a Zone Change to remove the Z (Accessory Unit Exclusion) combining district on a 4.88 acre parcel. The landowner wishes to build a new primary residence and designate the existing residence as an accessory dwelling unit. The parcel is located in the west Sebastopol area, just outside of City limits. The Z combining district was applied to the property and the surrounding area in order to protect agricultural lands and exclude additional dwellings. General Plan Housing Element Policy HE-3c includes a program to remove qualifying parcels from the Z combining district when they are between two and ten acres in size. Allowing an accessory residence on this parcel would not significantly impact the character of the neighborhood, nor the traffic in the area. In addition, the parcel is located in a major natural recharge area for groundwater and fire hazards are low. Therefore, staff determined that the parcel qualifies to be removed from the Z combining district.

ANALYSIS**Background:**

The subject property was rezoned to the current zoning designation in 1993 as part of the implementation of the 1989 General Plan. The Board of Supervisors adopted Ordinance No. 4643 rezoning agricultural and resource lands to match the new General Plan designations. All lands that were previously designated as AE (Agriculture Exclusive) or that were subject to an active Land Conservation Act Contract were rezoned to include the Z (Accessory Unit Exclusion, formerly “Second Unit Exclusion”) combining district. The application of the Z combining district was based on the fact that agricultural lands had the potential for agricultural-type employee housing if the land had agricultural production.

Project Description:

The applicant is requesting the Z (Accessory Unit Exclusion) combining district be removed from the subject 4.88 acre parcel to allow for an accessory dwelling unit on the parcel.

Site Characteristics:

The subject 4.88 acre parcel is located on Avila Lane, a dead-end street, approximately 700 feet south of Bodega Highway and half a mile west of the City of Sebastopol. The property generally slopes southeast and contains a seasonal stream on the southern boundary. The parcel is developed with an orchard, a 928 square foot single family dwelling, detached garage, workshop and a well.

The project site is not under a Land Conservation (Williamson) Act Contract and is too small to qualify for a Land Conservation (Williamson) Act contract in the future.

Surrounding Land Use and Zoning:

- North: Agriculture and Residence; Zoned DA (Diverse Agriculture), 20 acre density, Z (Second Dwelling Unit Exclusion)
- East: Residences; Zoned DA (Diverse Agriculture), 20 acre density, Z (Second Dwelling Unit Exclusion)
- West: Agriculture and Residence; Zoned DA (Diverse Agriculture), 20 acre density, Z (Second Dwelling Unit Exclusion)
- South: Agriculture and Residence; Zoned DA (Diverse Agriculture), 20 acre density, Z (Second Dwelling Unit Exclusion)

DISCUSSION OF ISSUES

Issue #1: General Plan Consistency

The subject property received the DA (Diverse Agriculture) Z (Accessory Unit Exclusion, formerly known as “Second Unit Exclusion”) combining designation in 1993 during the implementation of the 1989 General Plan because the parcel was zoned AE (Agriculture Exclusive) at that time. Accessory dwellings are restricted in the Agricultural Zones because they are allowed to have agricultural employee units, farm family, and farmworker units which do not count towards density and are directly related to agriculture. However, many substandard parcels do not qualify for these types of units. The Board adopted Policy HE-3c to allow the smaller parcels to have an accessory unit if appropriate.

Typically, accessory dwelling units are allowed in the Diverse Agriculture zoning district under the following circumstances: there is not a Z combining district; the parcel is not under a Land Conservation (Williamson) Act Contract; the parcel is at least 1.5 acres in size in areas served by well and septic systems; and the request meets all the Accessory Dwelling Unit Zoning Code standards. Removal of the Z (Accessory Unit Exclusion) combining district on the subject parcel appears to be consistent with the General Plan.

The parcel is 4.88 acres in size and not large enough to be placed under a Land Conservation (Williamson) Act Contract, even though approximately 2 acres is planted in apple orchard.

General Plan Housing Element Policy HE-3c includes a policy to remove qualifying parcels when they are between two and ten acres in size. Policy HE-3c states:

Review “Z” (Second Dwelling Unit Exclusion) Combining District restrictions on agricultural parcels of less than 10 acres county-wide, and consider removing the restrictions where appropriate.

The Board of Supervisors adopted this policy, but directed staff to continue to implement it on a case-by-case basis. The subject parcel is zoned DA (Diverse Agriculture) and is 4.88 acres in size. Allowing the Z combining district to be removed and adding an additional dwelling unit appears consistent with Policy HE-3c as an opportunity to provide affordable housing on the site.

Issue #2: Zoning Consistency

Application and removal of the Z combining district must conform to the Accessory Dwelling Unit Exclusion Combining District Section of the Sonoma County Zoning Ordinance. Section 26-76-005 states the following reasons for applying the Z (Accessory Unit Exclusion) combining district:

The purpose of this district is to provide for the exclusion of accessory dwelling units in the following areas:

- a) *Areas where there is an inadequate supply of water for drinking or firefighting purposes,*
- b) *Areas where there are inadequate sewer services or danger of groundwater contamination,*
- c) *Areas where the addition of second units would contribute to existing traffic hazards or increase the burden on heavily impacted streets, roads, or highways, and*
- d) *Areas where, because of topography, access, or vegetation, there is a significant fire hazard (Ord. No. 4643, 1993).*

The above reasons do not appear to apply to the project site based on the following:

Water Supply:

The subject parcel is served by a well and is located in a Groundwater Availability Area 2 (Major Natural Recharge Area). Thus the Z (Accessory Unit Exclusion) combining district would not be necessary due to the lack of water availability.

Wastewater Disposal:

The subject parcel is served by a septic system in a Major Natural Recharge Area primarily composed of well-draining soils. To the north, south and west, the site is bordered by parcels ranging from 5 to 39 acres in size. To the east lies a cluster of smaller parcels ranging from .75 to 1.5 acres in size. Based on the soils and nearby parcels sizes, it does not appear that adding an additional septic system could cause groundwater contamination.

A voluntary repair of the existing two bedroom, class III septic system was approved by the County in June, 2017. The existing residence is 928 square feet and contains two bedrooms. The landowner intends to designate this residence as the accessory unit and build a new primary dwelling. A septic plan check for a residential three bedroom standard septic system has been applied for but not yet issued. Permit Sonoma Well and Septic Division stated that the Sebastopol area in general has better soils and is more likely to support a septic system. In addition, the subject site is not located in an area subject to variance prohibitions and/or special standard requirements for septic systems. Therefore, there does not appear to be justification for the Z (Accessory Unit Exclusion) combining designation being retained due to inadequate sewer services.

Traffic Hazards:

The project site is located on Avila Lane which is a dead-end street in a lightly populated area and there are no existing traffic hazards. Therefore the addition of an additional dwelling unit to this site would not significantly increase the burden on streets, roads, or highways in the area as they are all operating acceptably and are not projected to become impacted in the foreseeable future.

Fire Hazards:

The General Plan Safety Element includes Figure PS-1g, Wildland Fire Hazard Areas, which shows that the subject property is not located in an area prone to wildfires. Therefore, there does not appear to be justification for the Z (Second Dwelling Unit Exclusion) combining designation being retained due to fire hazards.

Issue #3: Spot Zoning

The County of Sonoma has attempted to implement a comprehensive land use plan through its Zoning Ordinance. Spot zoning is generally considered undesirable but refers to the primary base zone, rather than to combining zones. The subject property was compared to adjoining properties to determine the overall pattern of zoning designations. All parcels adjacent to the site share the same zoning, DA (Diverse Agriculture) with the Z (Accessory Unit Exclusion) combining district.

Each of the surrounding parcels with the Z combining district would have the same opportunity to apply for removal of the Z combining district pursuant to General Plan Housing Element HE-3c and would be evaluated using the same generally applicable zoning code standards. Therefore, the subject property would not be granted zoning that is either more restrictive or less restrictive than zoning which is available to the surrounding properties, and spot zoning would not occur.

Therefore, it does not appear to be spot zoning to remove the Z combining district on this parcel, combined with the fact that the parcel is not under a Land Conservation Act Contract and is too small to ever qualify for that type of contract.

The request is consistent with the Board of Supervisors' direction to process such requests on a case by case basis.

ALTERNATIVES

Alternatively, the Planning Commission could recommend the Board of Supervisors deny the applicant's request to remove the Z (Accessory Unit Exclusion) combining district. If the applicant's request is denied, then the zoning would not change and an accessory unit could not be allowed on the subject parcel.

STAFF RECOMMENDATION

Recommend that the Planning Commission approve the requested Zone Change, to remove the Z (Accessory Unit Exclusion) combining district on the subject parcel.

FINDINGS FOR RECOMMENDED ACTION

1. General Plan Housing Element Policy HE-3c includes a program to remove the Z (Accessory Unit Exclusion) combining district from qualifying parcels less than ten acres in size. The subject parcel is 4.88 acres in size and allowing an accessory dwelling unit would be consistent with Housing Element goals and objectives to increase opportunities for the production of affordable housing such as accessory dwelling units.
2. Removal of the Z (Accessory Unit Exclusion) combining district is consistent with the DA (Diverse Agriculture) land use designation and will not significantly alter any of the potential uses that are currently allowed on this site.
3. The project site is not under a Land Conservation Act Contract and is too small to qualify for a Land Conservation Act Contract in the future.
4. The removal of the Z (Accessory Unit Exclusion) combining district is consistent with the Zoning Code based on the following facts. The particular circumstances in this case are:
 - a. This parcel is located in a Class 2 Water Availability Area, meaning that the site is located in a major natural recharge area and there is adequate water supply to serve the existing single-family dwelling and future accessory dwelling unit.
 - b. Zoning Code Section 26-88-060(j)(2) allows an Accessory Dwelling Unit, "*on parcels with a minimum gross lot area of at least two (2) acres...*". The subject parcel is 4.88 acres in size and therefore meets this standard.
 - c. The site is not located in an area with existing traffic hazards. The addition of an accessory dwelling unit to this site would not increase the burden on streets, roads, or highways in the area as they are all operating acceptably and are not projected to become impacted in the foreseeable future.
 - d. The project site is not located within a designated fire hazard area. Removal of the Z (Accessory Unit Exclusion) combining district would not decrease public safety.
5. The project is exempt from CEQA pursuant to Section 15061(b)(3) because the project will have no significant effect on the environment and includes only the potential for one future residential structure exempt under Guidelines Section 15303(a).

LIST OF ATTACHMENTS

- EXHIBIT A: Draft Ordinance and Sectional District Map
 - EXHIBIT B: Proposal Statement
 - EXHIBIT C: Vicinity Map
 - EXHIBIT D: General Plan Land Use Map
 - EXHIBIT E: Assessor's Parcel Map
 - EXHIBIT F: Draft Resolution
-

ORDINANCE NO. ()

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SONOMA, STATE OF CALIFORNIA, AMENDING THE OFFICIAL ZONING DATABASE OF THE COUNTY OF SONOMA, ADOPTED BY REFERENCE BY SECTION 26-02-110 OF THE SONOMA COUNTY CODE, BY RECLASSIFYING CERTAIN REAL PROPERTY FROM DA (DIVERSE AGRICULTURE), B6-20 ACRE DENSITY, Z (ACCESSORY UNIT EXCLUSION), RC 100/50 (RIPARIAN CORRIDOR WITH 100-FOOT AND 50-FOOT SETBACKS), SR (SCENIC RESOURCES) ZONING DISTRICT TO DA (DIVERSE AGRICULTURE), B6-20 ACRE DENSITY, RC 100/50 (RIPARIAN CORRIDOR WITH 100-FOOT AND 50-FOOT SETBACKS), SR (SCENIC RESOURCES) DISTRICT FOR 4.88 ACRES LOCATED AT 158 AVILA LANE, SEBASTOPOL, APN 077-150-010.

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

Section I. The Official Zoning Database (OZD) of the County, adopted by reference by Section 26-02-110 of the Sonoma County Code, is amended by reclassifying the following real property from the DA (Diverse Agriculture), B6-20 acre density, Z (Accessory Unit Exclusion), RC 100/50 (Riparian Corridor with 100-foot and 50-foot setbacks), SR (Scenic Resources) zoning district to the DA (Diverse Agriculture), B6-20 acre density, RC 100/50 (Riparian Corridor with 100-foot and 50-foot setbacks), SR (Scenic Resources) district, for 4.88 acres located on Avila Lane, otherwise known as 158 Avila Lane, Sebastopol; APN 077-150-010. File No. ZCE16-0017. The Director of the Permit and Resource Management Department is directed to reflect this amendment in the OZD of the County as shown on Sectional District Map No. _____.

Section II. The Proposed Project is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of the State CEQA guidelines because the project will have no significant effect on the environment and includes only the potential for one future residential structure exempt under Guidelines Section 15303(a).

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

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

In regular session of the Board of Supervisors of the County of Sonoma, introduced on the ___ day of ___, 2017, and finally passed and adopted this ___ day of ___, 2017, on regular roll call of the members of said Board by the following vote:

SUPERVISORS:

Gorin: ___ Rabbitt: ___ Gore: ___ Hopkins: ___ Zane: ___

Ayes: _____ Noes: _____ Absent: _____ Abstain: _____

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

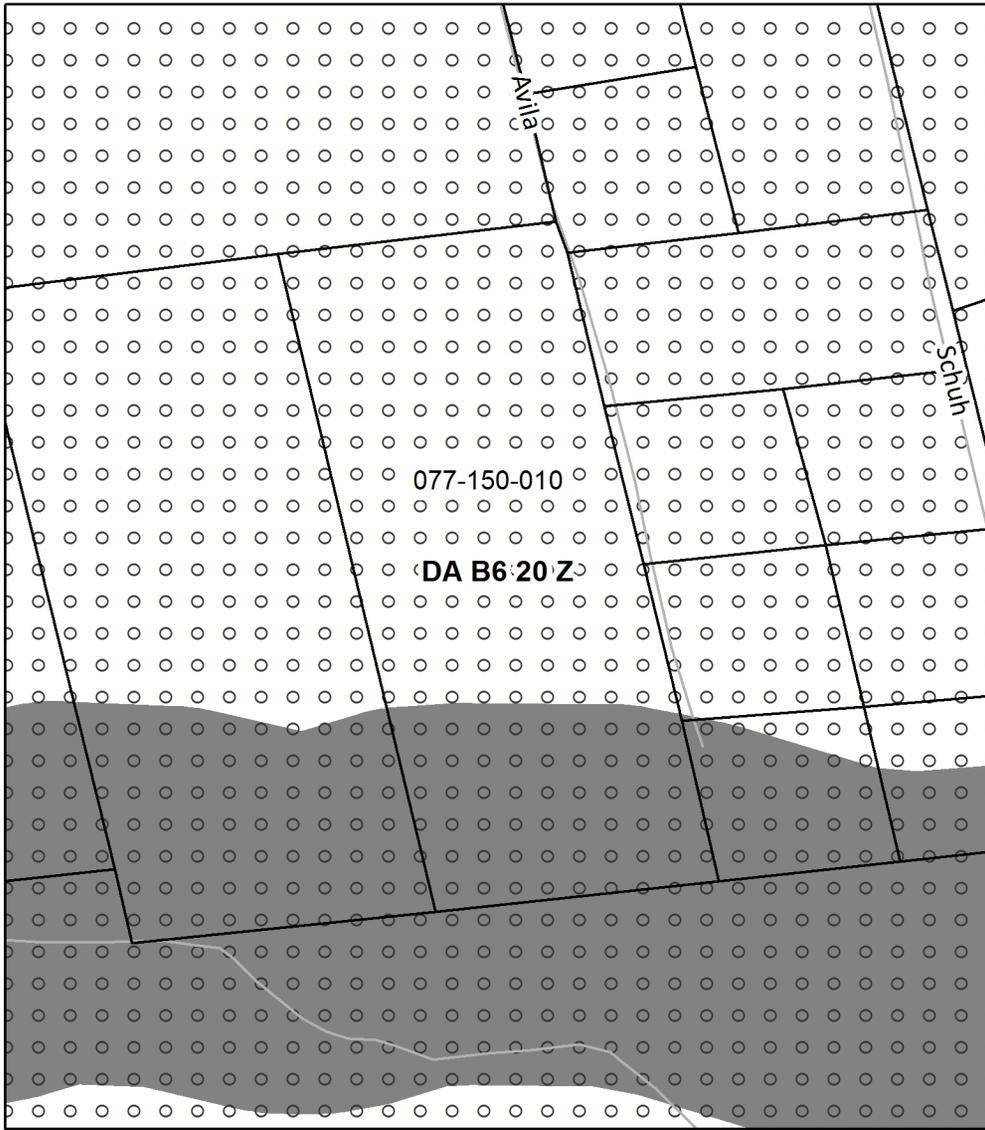
SO ORDERED.

Shirlee Zane
Chair, Board of Supervisors
County of Sonoma

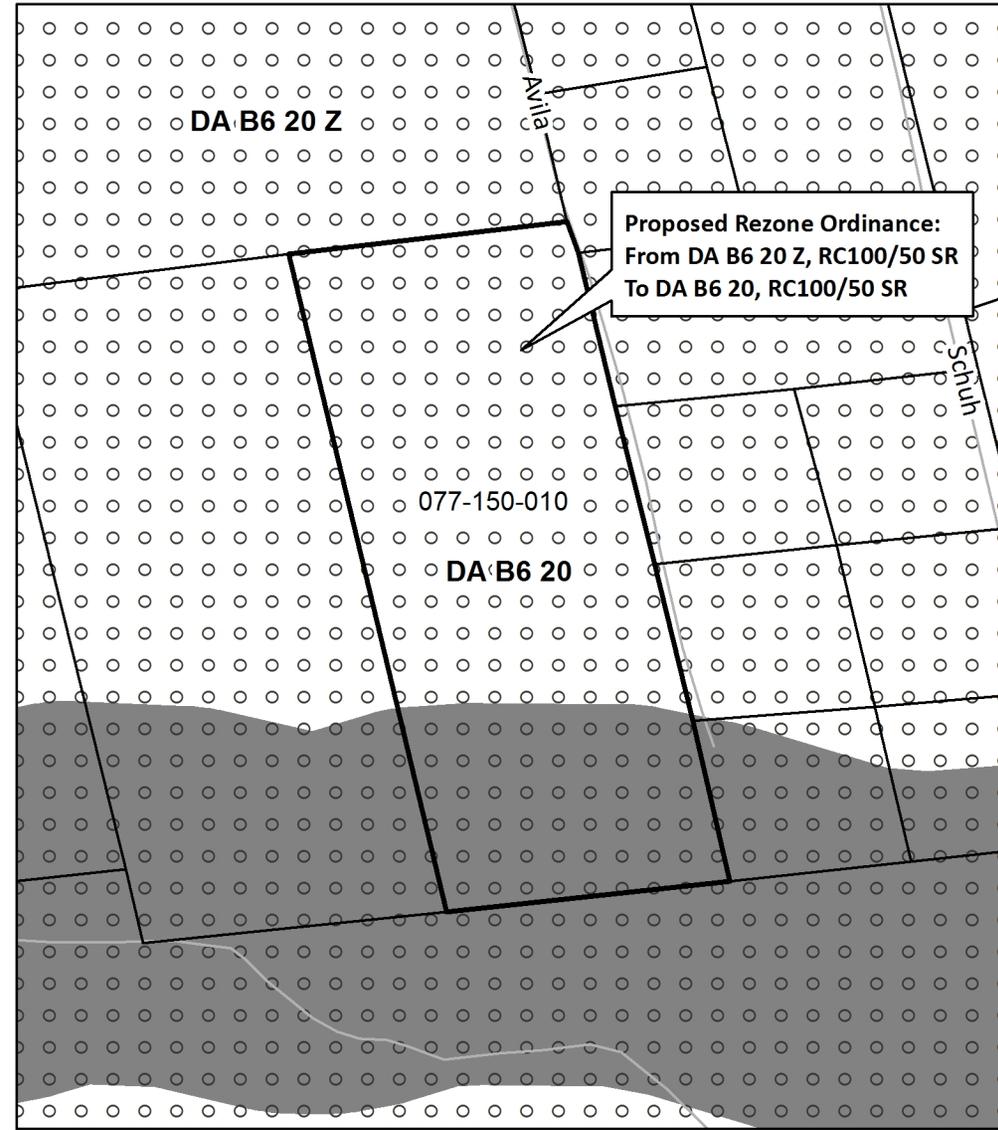
ATTEST:

Kay Lowtrip,
Clerk of the Board of Supervisors

Existing Zoning



Proposed Zoning

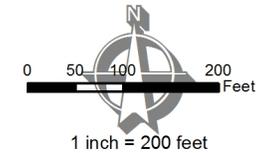


Base Map Data

- Basezoning by Area
- Parcel
- Street

Zoning Combining Districts

- RC Riparian Corridor
- SR Scenic Resource



FILE: ZCE16-0017
 APN: 077-150-010
 Ordinance No. TBA
 Sectional District Map No. TBA

Permit and Resource Management Department
 Project Review Section
 2550 Ventura Avenue, Santa Rosa, CA 95403
 (707) 565-1965 Fax (707) 565-1103

Proposal Statement for 158 Avila Ln, Sebastopol, CA 95472 (077-150-010)

I am proposing to remove the Z-overlay Second Unit Exclusion zoning on the property.

I feel that the property satisfies the criteria for removing the Z-overlay.

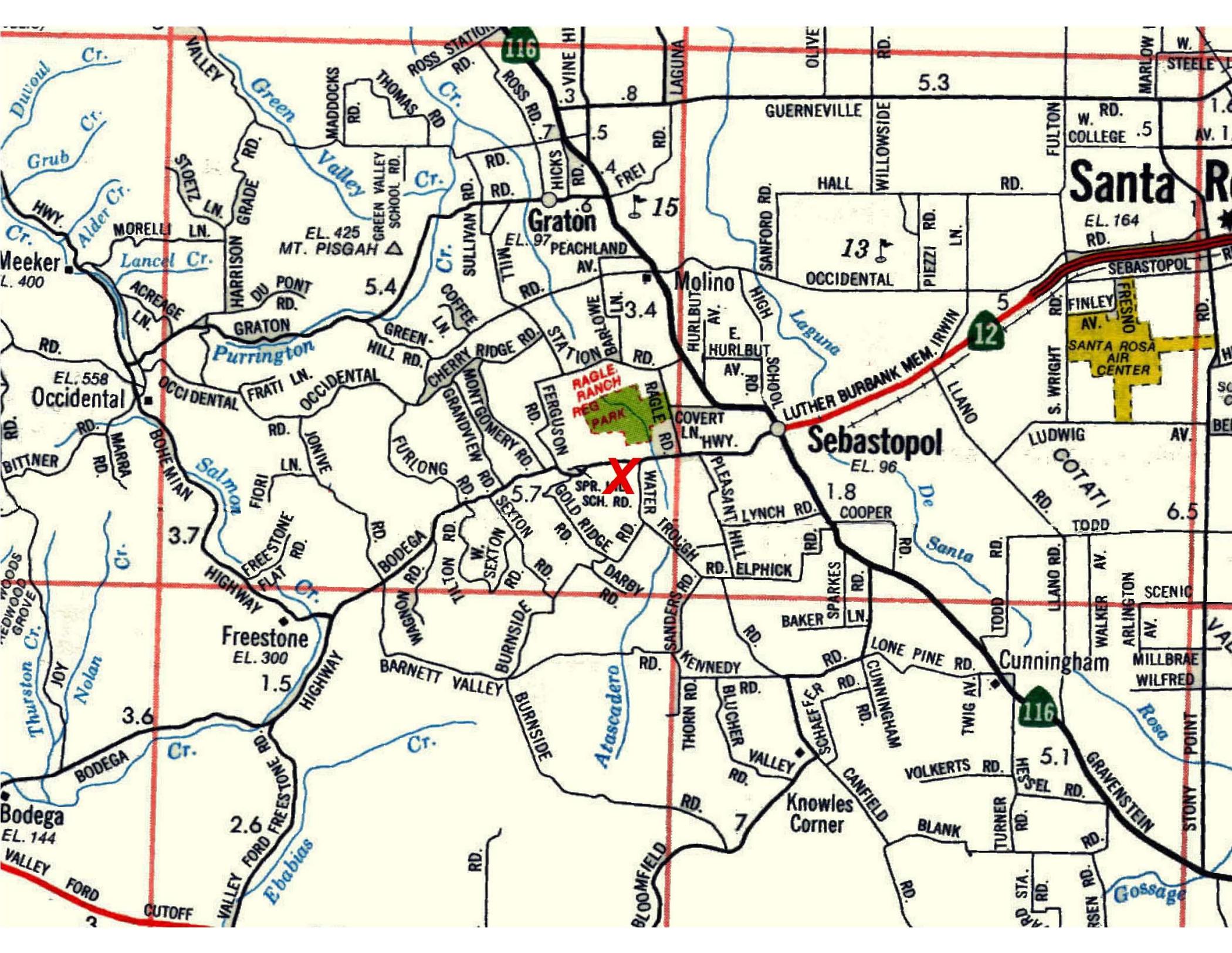
- It is more than 2 acres (it is 4.88 acres),
- It is in a major natural recharge water area (Zone 2),
- There is a low concentration of septic systems in the area (it is surrounded by 15 acres of long term lease vineyard. There are only residences to the East of the property,
- It has a low traffic lane servicing 7 SFR's and 1 duplex,
- It is in a low fire hazard area because it is surrounded by orchards and vineyards.

The current use is residential and future use would remain residential with possible small agriculture use. There is an intention to build a new house but that is in early planning stages and not definite.

The reason that I would like to remove the Z-overlay is that my wife and I have parents that we would like to have live with us in a second residence.

Thank you for your consideration,
Dough Hahn
dhahn11@yahoo.com
650 279-0357

1350 Oakhurst Ave
Los Altos, CA 94024



Graton

Molino

Sebastopol

Santa Rosa

RAGLE RANCH
REG
PARK



SANTA ROSA
AIR CENTER

EL. 425
MT. PISGAH

Freestone
EL. 300

EL. 96

Cunningham

Bodega
EL. 144

Knowles
Corner

Gossage

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12

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7

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EL. 558
Occidental

EL. 164
RD.

LUDWIG
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WALKER
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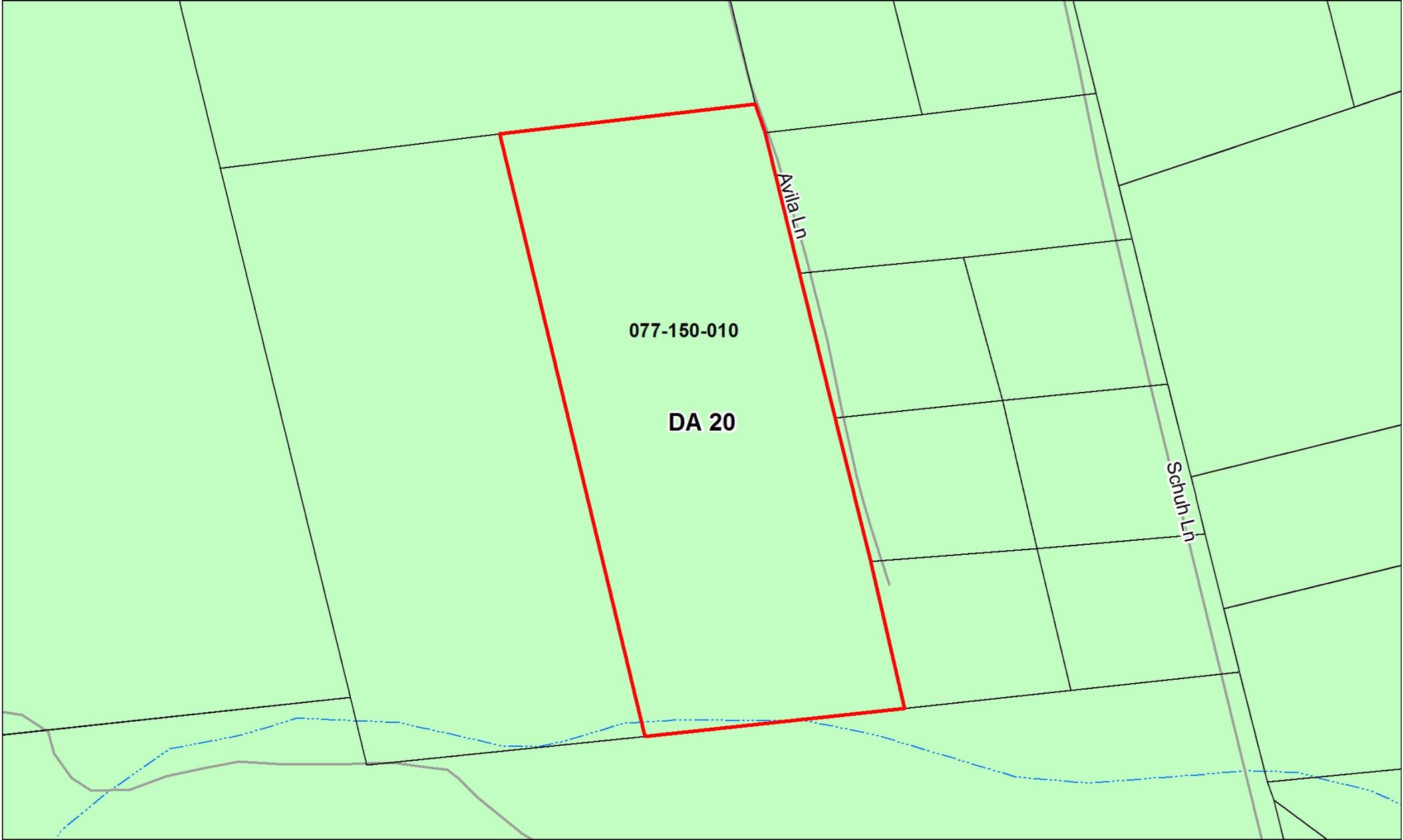
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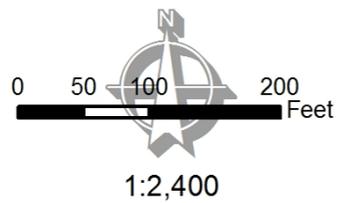


General Plan Land Use

 Land Use by Area  Diverse Agriculture

Base Map Data

 Parcel
 Street
 Intermittent Stream



Numbers on map indicate maximum density in Acres/Unit, except Urban Residential where numbers indicate Units/Acres.

COUNTY ASSESSOR'S PARCEL MAP

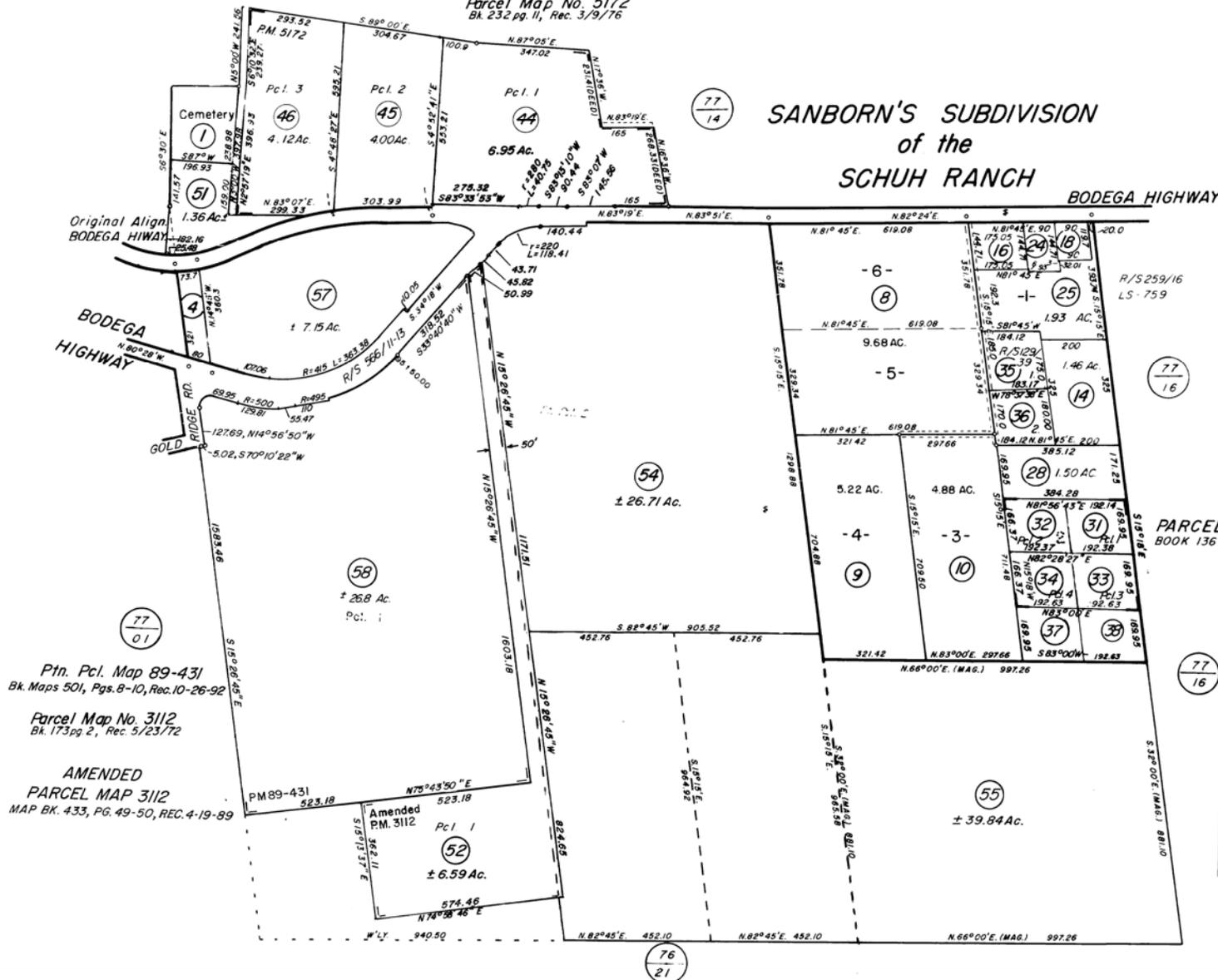
TAX RATE AREA
159-000

77-15

Parcel Map No. 5172
Bk 232 pg. 11, Rec. 3/9/76

SANBORN'S SUBDIVISION
of the
SCHUH RANCH

BODEGA HIGHWAY



REVISED

7 - 26 - 76 = 46
corr. 8 - 10 - 82 = 44 acreage
10 - 18 - 82 = 50
11 - 4 - 87 = 51 LF
12 - 5 - 89 = 55 LSL
2 - 16 - 93 = 56 LSL
2 - 6 - 98 = 58 RL

NOTE: THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY, NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA DELINEATED HEREON.

Assessor's Map Bk. 77 Pg. 15
Sonoma County, Calif.

Resolution Number

County of Sonoma
Santa Rosa, California

October 5, 2017
ZCE16-0017 Hannah Spencer

RESOLUTION OF THE PLANNING COMMISSION, COUNTY OF SONOMA, STATE OF CALIFORNIA, FINDING THE PROJECT EXEMPT FROM CEQA AND RECOMMENDING APPROVAL OF THE ZONE CHANGE TO THE BOARD OF SUPERVISORS AS REQUESTED BY DOUG HAHN, FOR PROPERTY LOCATED AT 158 AVILA LANE, SEBASTOPOL; APN 077-150-010.

WHEREAS, the owner, Doug Hahn, filed an application with the Sonoma County Permit and Resource Management Department to rezone 4.88 acres from the DA (Diverse Agriculture), B6-20-acre density, Z (Accessory Unit Exclusion), RC 100/50 (Riparian Corridor with 100-foot and 50-foot setbacks), SR (Scenic Resources) zoning district to the DA (Diverse Agriculture), B6-20-acre density, RC 100/50 (Riparian Corridor with 100-foot and 50-foot setbacks), SR (Scenic Resources) district, or other appropriate district on property located at 158 Avila Lane, Sebastopol; APN 077-150-010; Supervisorial District No. 5; and

WHEREAS, this project has been found to be categorically exempt from CEQA Guidelines; and

WHEREAS, in accordance with the provisions of law, the Planning Commission held a public hearing on October 5, 2017, at which time all interested persons were given an opportunity to be heard; and

WHEREAS, the Planning Commission recommends that the Board of Supervisors find the project exempt from CEQA.

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission makes the following findings:

1. General Plan Housing Element Policy HE-3c includes a program to remove the Z (Accessory Unit Exclusion) combining district from qualifying parcels less than ten acres in size. The subject parcel is 4.88 acres in size and allowing an accessory dwelling unit would be consistent with Housing Element goals and objectives to increase opportunities for the production of affordable housing such as accessory dwelling units.
2. Removal of the Z (Accessory Unit Exclusion) combining district is consistent with the DA (Diverse Agriculture) land use designation and will not significantly alter any of the potential uses that are currently allowed on this site.
3. The project site is not under a Land Conservation Act Contract and is too small to qualify for a Land Conservation Act Contract in the future.
4. The removal of the Z (Accessory Unit Exclusion) combining district is consistent with the Zoning Code based on the following facts. The particular circumstances in this case are:

- a. This parcel is located in a Class 2 Water Availability Area, meaning that the site is located in a major natural recharge area and there is adequate water supply to serve the existing single-family dwelling and future accessory dwelling unit.
 - b. Zoning Code Section 26-88-060(j)(2) allows an Accessory Dwelling Unit, "*on parcels with a minimum gross lot area of at least two (2) acres...*". The subject parcel is 4.88 acres in size and therefore meets this standard.
 - c. The site is not located in an area with existing traffic hazards. The addition of an accessory dwelling unit to this site would not increase the burden on streets, roads, or highways in the area as they are all operating acceptably and are not projected to become impacted in the foreseeable future.
 - d. The project site is not located within a designated fire hazard area. Removal of the Z (Accessory Unit Exclusion) combining district would not decrease public safety.
5. The project is exempt from CEQA pursuant to Section 15061(b)(3) because the project will have no significant effect on the environment and includes only the potential for one future residential structure exempt under Guidelines Section 15303(a).

BE IT FURTHER RESOLVED, that the Planning Commission recommends that the Board of Supervisors approve the requested Zone Change.

BE IT FURTHER RESOLVED that the Planning Commission designates the Secretary of the Planning Commission as the custodian of the documents and other material which constitute the record of proceedings upon which the decision herein is based. These documents may be found at the office of the Sonoma County Permit and Resource Management Department, 2550 Ventura Avenue, Santa Rosa, CA 95403.

THE FOREGOING RESOLUTION was introduced by Commissioner _____, who moved its adoption, seconded by Commissioner _____, and adopted on roll call by the following vote:

Commissioner
Commissioner
Commissioner
Commissioner
Commissioner

Ayes: Noes: Absent: Abstain:

WHEREUPON, the Chair declared the above and foregoing Resolution duly adopted; and

SO ORDERED.



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 59
(This Section for use by Clerk of the Board Only.)

To: Sonoma County Board of Supervisors

Board Agenda Date: December 12, 2017

Vote Requirement: Majority

Department or Agency Name(s): Permit Sonoma

Staff Name and Phone Number:

Hannah Spencer 565-1928

Supervisorial District(s):

4

Title: Agricultural Preserve expansion and a new Land Conservation Act Contract, Creek's End Vineyard, LLC

Recommended Actions:

Hold a public hearing and adopt a Resolution to expand Agricultural Preserve 1-284 by adding 75.55 acres and, approve a new Prime Land Conservation (Williamson) Act Contract and Land Conservation Plan on the same 75.55 acre parcel, for a vineyard property located at 4477 West Soda Rock Ln., Healdsburg; APN 088-040-031; PRMD File No. AGP16-0013; Supervisorial District 4.

Executive Summary:

This is a combined request to approve an expansion of an existing Agricultural Preserve by adding 75.55 acres and, to execute a new Prime Land Conservation Act Contract for the same 75.55-acre parcel. The subject site is located in Healdsburg and contains 60 acres of vineyard. Expanding Agricultural Preserve and authorizing new Land Conservation Act Contract provides for the preservation of agricultural land. In exchange for retaining land in agricultural production, the landowner receives reduced property taxes.

Discussion:

Project Description, Location, and Zoning:

Creek's End Vineyard, LLC seeks approval of an expansion of Agricultural Preserve 1-284 and a new Prime Land Conservation Act Contract for the 75.55 acre parcel, containing 60 acres of vineyard. The project site is located adjacent to the Russian River, approximately 2.5 miles east of Healdsburg. The site is primarily flat and is developed with vineyard, a barn and a reservoir. The Russian River borders the eastern property boundary and is designated by the County for a 100 foot setback for planting. The vineyards occupy more than 50 percent of the parcel meeting the criteria for inclusion in the Land Conservation Act program. The project site is zoned LIA (Land Intensive Agriculture) B6 20 acre density, and Z (Accessory Unit Exclusion), F1 (Floodway), F2 (Floodplain), RC 200/100 (Riparian Corridor with 200 and 100-foot setbacks), and VOH (Valley Oak Habitat).

Background:

As part of the Board of Supervisors’ December 2011 update of the *Sonoma County Uniform Rules for Agricultural Preserves and Farmland Security Zones* (“Uniform Rules”) the Board eliminated the distinction between Prime (Type I) and Non-Prime (Type II) Agricultural Preserves. This allows the County to enter into either a Prime or Non-Prime contract in any established Preserve. The subject land at issue here is adjacent to established Preserve Number 1-284.

As part of the update of the Uniform Rules, the County has implemented use of a Land Conservation Plan which is incorporated into a Land Conservation (Williamson) Act Contract. Land Conservation Plans show locations of various agricultural, open space, permitted, and compatible land uses on contracted land. Future changes to the Land Conservation Plan may be approved by the Director of PRMD and recorded on title of the subject parcel.

Enlargement of the Agricultural Preserve:

To be considered for a contract, land must be in a designated Agricultural Preserve. The Board may conterminously consider adding the land to a designated Agricultural Preserve, and its qualification for a contract. The 75.55 acre subject parcel is currently not in an existing Agricultural Preserve. The parcel is proposed to be added to Agricultural Preserve Area number 1-284 to ensure the parcel boundaries are conterminous with the contracted area. The subject parcel qualifies for inclusion in the Agricultural Preserve Area for the reasons specified in Resolution Findings 1 through 4 (see Attachment A). Additionally, the project is Categorical Exempt from the California Environmental Quality Act (CEQA) per Section 13517 of the CEQA Guidelines.

New Land Conservation (Williamson) Act Contract:

To be eligible for a new Prime (Type I) Williamson Act contract, the subject parcel must be at least 10 acres in size, have 50% of the total parcel dedicated to permanent crop uses, and once in a designated Agricultural Preserve, meet the minimum income requirements of the Williamson Act. The subject parcel is 75.55 acres in size, and has 60 acres of land planted as vineyards. The vineyard is projected to provide sufficient income to meet the minimum requirements and therefore qualifies for a Land Conservation Act contract for prime agricultural land.

Staff Recommendation:

Staff recommends the Board approve the request because all the state and local requirements for expansion of an Agricultural Preserve Area and approval of a new Prime Land Conservation Act Contract for the 75.55 acre parcel have been met.

Prior Board Actions:

On December 13, 2011, the Board approved the Sonoma County Uniform Rules for Agricultural Preserves and Farmland Security Zones (Resolution No. 11-0678).

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

Agricultural Preserves and Land Conservation Act Contracts support agriculture and agribusiness by assisting in the preservation of agricultural land through the incentive of reduced property taxes in exchange for retaining the land in agricultural production.

Fiscal Summary			
Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			
Narrative Explanation of Fiscal Impacts:			
<p>Approval of the Land Conservation Act Contract means that the owner will pay a reduced property tax assessment based upon the value of the agricultural uses rather than the land value under Proposition 13. This results in a reduction in the County's share of property tax revenue for each parcel under a Land Conservation Act Contract. The amount of this reduction for an individual contract depends on parcel-specific variables including the Proposition 13 status of the land and the value of the agricultural crop, and is determined annually by the Assessor's office. For this particular contract, the Assessor estimates the property assessment value will be reduced by approximately \$4,769,000. Property taxes are generally 1.1% of assessed value. The Board has not requested, and staff does not recommend, evaluating property tax revenue implications on a contract-by-contract basis. Instead, the Board has directed that, as a policy matter, approving new contracts is important to the County's agricultural economy and outweighs the cost in reduced property tax revenue.</p>			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
N/A			
Attachments:			
Draft Board of Supervisors Resolution with Attachment A: Agricultural Preserve Map			

Attachment B: Site Plan

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

Land Conservation Act Contract with attached Exhibit A (legal description) and Exhibit B (Land Conservation Plan with attached Site Plan).



County of Sonoma
State of California

Date: December 12, 2017

Item Number: _____
Resolution Number: _____

AGP16-0013 Hannah Spencer

4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Approving The Request By Creek's End Vineyard, LLC, To 1) Expand Existing Agricultural Preserve Area (1-284) By Adding 75.55 Acres; And 2) Establish A New Land Conservation Act Contract And Attached Land Conservation Plan; And 3) Authorize The Chair To Execute The New Land Conservation Act Contract And Land Conservation Plan, For Prime Agricultural Land Located At 4477 West Soda Rock Ln., Healdsburg; APN 088-040-031.

Whereas, a request has been made by property owner Creek's End Vineyard, LLC, to expand Agricultural Preserve No. 1-284 and to authorize the Chair to approve a new Land Conservation Act Contract and attached Land Conservation Plan, for prime agricultural land located within that Agricultural Preserve, at 4477 West Soda Rock Ln., Healdsburg; APN 088-040-031, Supervisorial District No. 4; and,

Whereas, on December 13, 2011, the Board of Supervisors adopted the updated *Sonoma County Uniform Rules for Agricultural Preserves and Farmland Security Zones (Uniform Rules)* (Resolution No. 11-0678); and,

Whereas, consistent with the *Uniform Rules*, County Counsel has revised the Land Conservation Act Contract form, which now incorporates a Land Conservation Plan identifying the various uses of the contracted land. Future changes to identified land uses require amendment of the Land Conservation Plan. The Board, pursuant to Resolution No. 11-0678, has authorized the Director of PRMD to approve amendments to executed Land Conservation Plans; and,

Whereas, the Board of Supervisors finds that the 75.55 acre parcel is currently located adjacent to Agricultural Preserve 1-284, and meets the requirements for a new Prime (Type 1) Land Conservation Act Contract and is suitable to be added the Preserve; and,

Whereas, consistent with the *Uniform Rules*, the Board of Supervisors may concurrently consider and approve both the enlargement of Agricultural Preserve 1-284 and the new Land Conservation Contract; and,

Whereas, the Board of Supervisors finds that the inclusion of the 75.55 acres, identified

as APN 088-040-031, into Agricultural Preserve 1-284 is consistent with the Sonoma County General Plan and the applicable provisions of state law; and

Whereas, the Board of Supervisors finds that the 75.55 acre parcel will meet the requirements for a new Prime (Type I) Land Conservation Act Contract, upon inclusion of the 75.55 acres into the Agricultural Preserve Area 1-284.

Now, Therefore, Be It Resolved that the Board of Supervisors makes the following specific findings concerning the requirements for enlargement of Agricultural Preserve 1-284:

1. Pursuant to Government Code Section 51231 and under the County's Uniform Rules (Uniform Rule 3.5.A) the Board of Supervisors may modify an existing Agricultural Preserve by a Resolution after a public hearing. Pursuant to Government code Section 51237, the Resolution and enlarged Agricultural Preserve Map (Attachment A to the Resolution) depicting the 75.55 acres added to the preserve area will be recorded.
2. Pursuant to Government Code Section 51234, enlargement of an Agricultural Preserve must be consistent with the General Plan. Also, the use of any land within an Agricultural Preserve must be restricted by zoning that is compatible with the agricultural or open space uses of the land within the preserve subject to Land Conservation contracts. Enlarging the existing Agricultural Preserve 1-284 is consistent with the General Plan because the land is devoted to an agricultural use consisting of vineyards, is designated as Land Intensive Agriculture under the General Plan, and the zoning is LIA (Land Intensive Agriculture) which protects lands best suited for permanent agricultural use and capable of relatively high production per acre of land. The enlargement of the existing Agricultural Preserve Area does not result in any loss of land under the Land Conservation Act program since 75.55 acres is being added.
3. Generally, an Agricultural Preserve must contain at least 100 contiguous acres of land unless the Board of Supervisors finds that a smaller preserve is necessary due to the unique characteristics of the agricultural enterprises in the area and that such preserve is consistent with the General Plan and Zoning Code (Rule 3.3 A of the Uniform Rules for Agricultural Preserves). The existing preserve, 1-284, is 1,326 acres in size. The addition of 75.55 acres further increases the size of the preserve.
4. The enlargement of Agricultural Preserve 1-284 can be considered concurrently with the application for a new contract and approved by one action.
5. Pursuant to Section 15317 of the CEQA Guidelines, the project is Categorically Exempt from CEQA.

Be It Further Resolved that the Board of Supervisors makes the following specific findings concerning the requirements for a new Prime (Type I) Land Conservation Act Contract ("Contract"):

- a. Land is within an Agricultural Preserve: Per Board approval, the 75.55 acre parcel will be located within Agricultural Preserve 1-284. The Board of Supervisors may approve an application for the alteration of an Agricultural Preserve concurrently with its approval of an application for a contract within the Preserve.
- b. Agricultural Use of the Land: In Sonoma County this means that at least 50 percent of the land is used for agricultural purposes unless there is an applicable exception. The 75.55 acre parcel is planted with 60 acres of vineyard and has approximately 5 acres of accessory agricultural uses and 10.55 acres of undesignated area; therefore the planted area exceeds the 50 percent requirement.
- c. Single Legal Parcel Requirement: The land proposed for the contract is comprised of a single legal parcel with the following Assessor's Parcel Number: 088-040-031.
- d. Minimum Parcel Size: The land must be at least 10 acres in size for a Prime Land Conservation Act Contract. The 75.55 acre parcel exceeds the 10-acre minimum parcel size for a new Prime Land Conservation (Williamson) Act Contract.
- e. Minimum Income Requirement: For vineyard land, the minimum income requirement is \$1,000.00 per planted acre gross total annual income. The vineyard averages \$592,061.00 per year which results in an average of \$9,867.00 per acre per year thus exceeding the required minimum income.
- f. Non-Agricultural Compatible Uses: Non-agricultural uses of the land must be listed in the Uniform Rules as compatible uses and collectively, cannot occupy more than 15 percent or 5 acres of the total parcel size, whichever is less, excluding public roads, private access roads, and driveways. For this parcel, the 5 acre threshold would apply. The parcel does not contain any residential or other non-agricultural compatible uses, thereby meeting the threshold under the contract.
- g. Prime Agricultural Land: Parcels under Prime (Type I) Land Conservation (Williamson) Act Contracts must devote at least 50 percent of the land to Prime Agricultural land uses. Prime Agricultural Land is defined as land planted with fruit- or nut-bearing trees, vines, bushes, or crops which have a nonbearing period of less than five years and meet the minimum income requirements. The parcel is planted with 60 acres of vineyard which has produced the required income for the last five years, and therefore meets the definition of Prime Agricultural Land.

Be It Further Resolved that the Board of Supervisors finds the requested action categorically exempt from the California Environmental Quality Act pursuant to Section 15317, of the State CEQA Guidelines, which provides that executing a new Land Conservation Act Contract is exempt from the California Environmental Quality Act.

Be It Further Resolved that the Board of Supervisors hereby grants the request to enlarge Agricultural Preserve 1-284 by 75.55 acres as depicted on the map attached to this resolution as Attachment A.

Be It Further Resolved that the Board of Supervisors hereby grants the request by Creek's End Vineyard, LLC by approving a new Prime Land Conservation Act Contract and attached Land Conservation Plan, to restrict the 75.55 acre parcel located at 4477 West Soda Rock Ln., Healdsburg; APN 088-040-031.

Be It Further Resolved that the Board of Supervisors authorizes the Chair of the Board of Supervisors to execute the Land Conservation Act Contract and attached Land Conservation Plan.

Be It Further Resolved that the Clerk of the Board of Supervisors is hereby instructed to record within 20 days and no later than December 31, 2017 (1) this Resolution and Attachment A (the Agricultural Preserve Map) and (2) the associate Land Conservation Act Contract and attached Land Conservation Plan with the Office of the Sonoma County Recorder.

Be It Further Resolved that the Board of Supervisors designates the Clerk of the Board as the custodian of the documents and other material which constitute the record of proceedings upon which the decision herein is based, including the original executed Contract an Land Conservation Plan. These documents may be found at the office of the Clerk of the Board, 575 Administration Drive, Room 100-A, Santa Rosa, California 95403.

Supervisors:

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

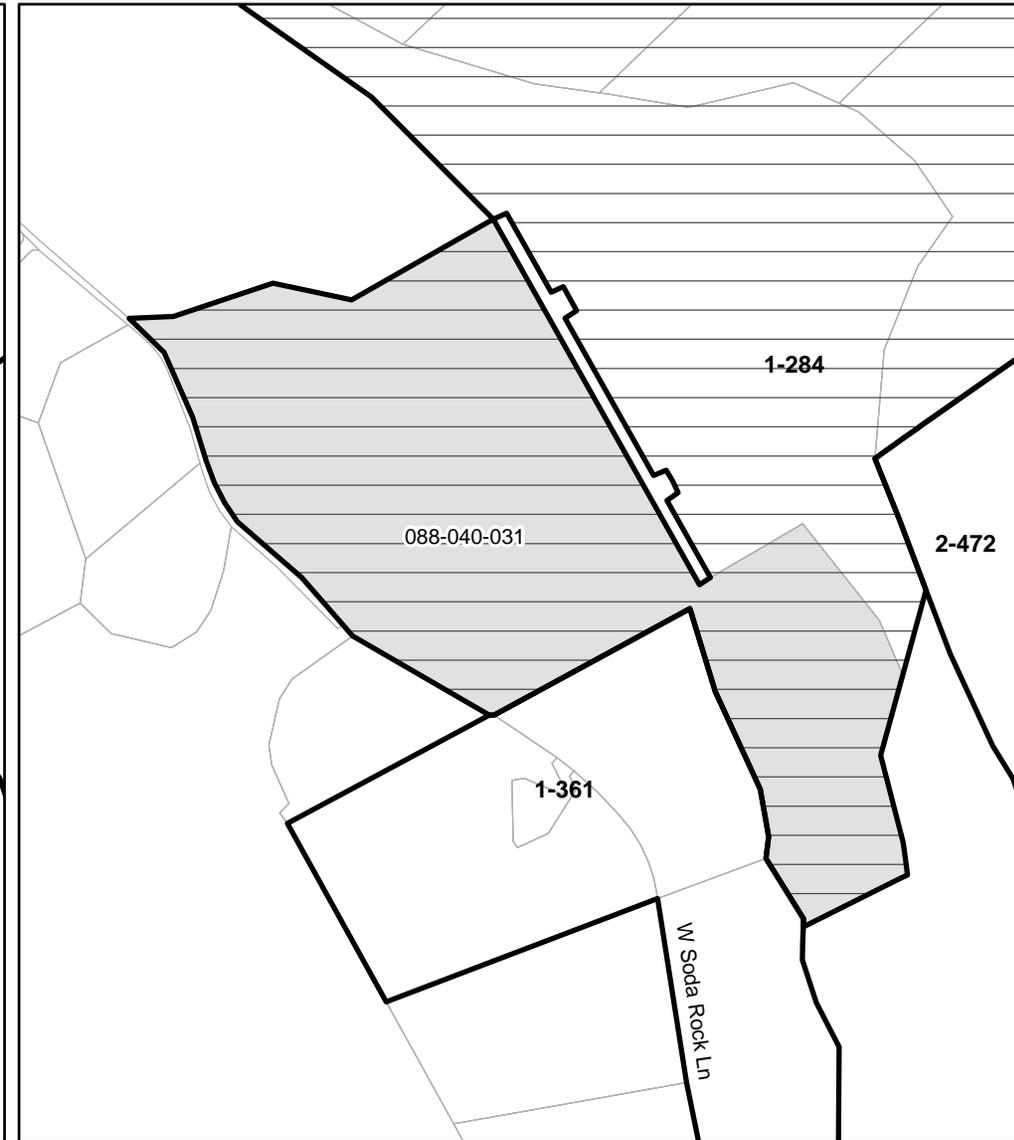
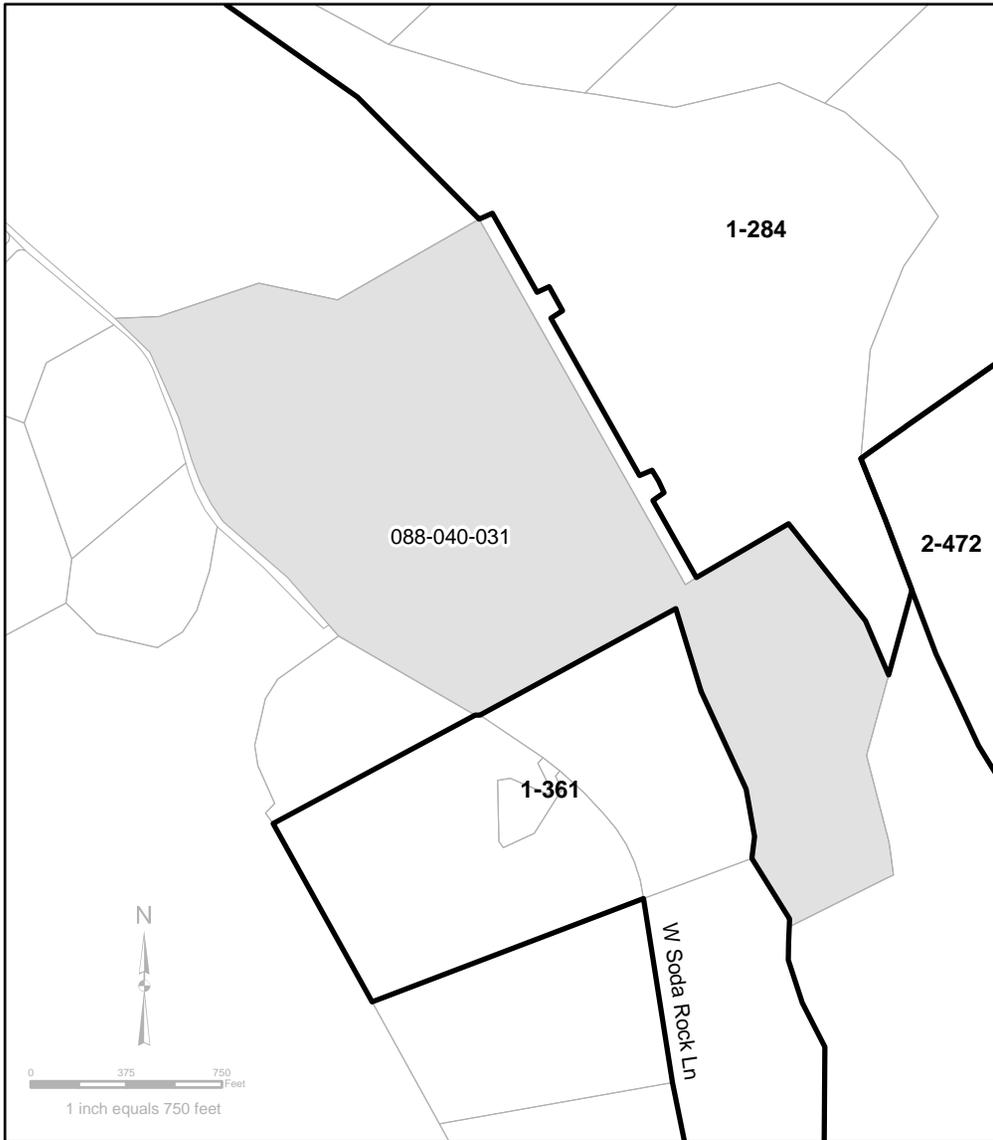
Absent:

Abstain:

So Ordered.

Existing Agricultural Preserve Area

Proposed Agricultural Preserve Area



Assessor's parcel data are current as of September 14, 2016. For more current parcel data consult the County of Sonoma Assessor's Office.

No part of this map may be copied, reproduced, or transmitted in any form or by any means without written permission from the Permit and Resource Management Department (PRMD), County of Sonoma, California.

Map Scale and Reproduction methods limit precision in physical features displayed. This map is for illustrative purpose only, and is not suitable for parcel-specific decision making. The parcels contained here-in are not intended to represent surveyed data.

Site-specific studies are required to draw parcel-specific conclusions.

Agricultural Preserve Amendment Data

-  Subject Area and/or Parcel
-  Existing Agricultural Preserve Boundary
-  Proposed Agricultural Preserve Boundary [Expand 1-284]

Basemap Data

-  Parcels

File: AGP16-0013
 APN: 088-040-031
 Resolution No.: TBD
 Adopted Date: TBD

Agricultural Preserve Expansion

County of Sonoma

Permit and Resource Management Department

2550 Ventura Avenue, Santa Rosa, California 95403



Creek's End Vineyards LLC - CreeksEnd Downstream
4477 West Soda Rock Lane
Total Acres: 60 Acres of Vineyard



Date Revised: 9/15/17



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 60
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: December 12, 2017

Vote Requirement: Majority

Department or Agency Name(s): Department of Agriculture/Weights & Measures
Permit and Resource Management Department (Permit Sonoma)

Staff Name and Phone Number:

Tony Linegar, 565-2371
Alex Rosas, 565-3507

Supervisorial District(s):

All

Title: Minor and Technical Revisions to the County Code Provisions Governing Vineyard and Orchard Development, Grading, and Drainage

Recommended Actions:

Conduct a public hearing and adopt a Resolution introducing, reading the title of, and waiving further reading of a proposed Ordinance amending Chapter 11 of the Sonoma County Code to regulate only construction grading and drainage, adding Chapter 36 to the Sonoma County Code to regulate vineyard and orchard development and agricultural grading and drainage, and determining exemption from the California Environmental Quality Act.

Executive Summary:

This agenda item proposes minor and technical revisions to the County Code, consistent with the Board's June 2016 direction to the Department of Agriculture to make minor revisions to the vineyard and orchard erosion and sediment control ordinance (VESCO) to add an enforcement mechanism, incorporate Riparian Corridor setbacks, and make legal clarifications. The Board could hold a study session in 2018 to consider other, larger revisions that were not directed by the Board but have been identified by stakeholders.

A summary of the proposed changes is as follows:

1. **Separate Chapters.** The ordinance relocates to Chapter 36 of the County Code the provisions governing vineyard and orchard development and agricultural grading and drainage (VESCO). Construction grading and drainage would continue to be governed by Chapter 11 of the code.
2. **Enforcement.** The ordinance provides for a civil penalty range of \$50 to \$100,000 per violation of Chapter 36, depending on factors including the risk and severity of adverse health, property or environmental effects; the purpose of the violated Code or permit provision; and the violator's history of violations.

3. **Wetland Setbacks.** The ordinance revises the existing wetland setback to make clear that vineyard and orchard setback areas shall be managed in compliance with required studies and the department’s best management practices, and that setbacks shall not apply where all necessary state and federal approvals to fill the wetland are obtained, or the project is exempt from the requirements.
4. **Stream Setbacks.** The ordinance revises the existing stream setbacks to formally incorporate the provisions of the Riparian Corridor Ordinance adopted by the Board in November 2014. Consistent with the Riparian Corridor Ordinance, the ordinance prohibits the removal of existing contiguous riparian vegetation within 200 feet of the higher bank of designated streams.
5. **Lake, Pond, and Reservoir Setbacks.** The ordinance separates the VESCO setbacks for lined reservoirs, as opposed to lakes and ponds. Reservoirs would have 25- foot setbacks from vineyard and orchard development, unless a civil engineer recommends a different setback. Lakes and ponds would have a 50-foot setback from new planting and a 25-foot setback from replanting, unless the required biotic study recommends a different setback.
6. **Winterization.** The ordinance codifies the existing requirement that VESCO sites must be winterized through the rainy season. Cover crops would be established, or sites must be seeded and strawed. Permittees would submit an annual declaration verifying the installation of approved winterization measures.
7. **Legislative Intent and Automatic Repeal.** The ordinance relocates existing language and makes clear that the Board intends and directs staff to interpret, administer, and construe the County Code and adopted best management practices to be ministerial in nature. If a court of competent jurisdiction holds that any provision or best management practice is in fact discretionary, the relevant chapter shall be automatically repealed.

The ordinance also proposes the following minor changes:

- Requires a focused endangered species assessment for replanting permits within critical habitat areas.
- Revises the permit exemptions for hobby vineyards and orchards and the replacing of missing, dead, or diseased grapevines or orchard trees.
- Restores an exemption for the interplanting of young grapevines or trees where existing infrastructure is kept intact.
- Allows emergency drainage to abate an immediate hazard and protect life, property or the environment, where the person conducting the work contacts the County and applies for a permit within ten days after commencement of the work.
- Allows the tolling of approved permits where litigation is filed to attack or overturn the approval.

Discussion:

BACKGROUND

In 2000, Sonoma County adopted the Vineyard Erosion and Sediment Control Ordinance (VESCO), becoming one of only three jurisdictions in California to require a permit for vineyard planting or replanting. Adopted in response to a significant landslide in early 1998, the original VESCO imposed ministerial standards governing vineyard slopes, setbacks, and erosion control. In adopting VESCO, the Board determined that discretionary review of vineyards would contravene the General Plan, and

therefore included an automatic repeal provision if a future court found any act or determination to be discretionary.

In 2008, the Board adopted an ordinance updating standards and combining VESCO with the County's existing grading and drainage regulations in Chapter 11 of the Sonoma County Code. The ordinance followed a seven-year stakeholder process, and imposed 16 pages of performance standards, including new stream, wetland and pond setbacks; new rainy season requirements; and new limits on floodplain development.

In 2012, the Board adopted an ordinance amending Chapter 11 to establish requirements and standards for vineyard and orchard planting where tree removal is involved, and make miscellaneous other minor changes to VESCO.

The County has successfully defended multiple lawsuits challenging VESCO and VESCO permits. In January 2014, California River Watch filed a federal lawsuit alleging that the County was violating the Endangered Species Act and seeking to bar all land use permits in Sonoma County. In July 2014, the United States District Court dismissed the complaint as too abstract, not ripe for review, and improperly noticed by California River Watch. In late 2013 and early 2014, the Sierra Club, Friends of Gualala River, and other environmental groups filed two suits alleging that the County violated the California Environmental Quality Act (CEQA) by approving vineyard permits as ministerial projects. The superior court and two panels of the California Court of Appeals rejected these claims, holding that the VESCO provisions and best managed practices (BMPs) cited by the litigants did not apply to the challenged permits and did not authorize the Agricultural Commissioner to exercise discretion to mitigate potential impacts to a meaningful degree.

In response to these lawsuits, and in light of the fact that VESCO has not been thoroughly updated since 2008, the Board gave direction to the Agricultural Commissioner to make minor revisions to VESCO to add an enforcement mechanism, incorporate Riparian Corridor setbacks, and make legal clarifications. The proposed amendments accomplish the Board's direction, strengthen the County's position against future lawsuits, and avoid significant future litigation costs.

SUMMARY AND ANALYSIS OF PROPOSED AMENDMENTS

The following explains the purpose and need for the proposed amendments.

Separate Chapters: Separating VESCO requirements (vineyard and orchard development and agricultural grading and drainage) simplifies and makes clear which provisions apply to agriculture as opposed to structural development, which is governed by different and distinct requirements. Additionally, VESCO enforcement falls under the jurisdiction of the Agricultural Commissioner, while the Permit and Resource Management Department (Permit Sonoma) enforces Chapter 11. In the event that the legislative intent provision of Chapter 36 is activated and the ordinance is repealed, Chapter 11 would remain intact, avoiding a disruption of construction grading and drainage activities.

Chapter 36 (VESCO) Revisions:

Enforcement: The proposed enforcement provisions are patterned after state regulations that apply to pesticide violations and are structured to assess the fine level according to the potential for or degree of

environmental harm caused by the violation. This system is better suited to VESCO enforcement, which has been governed by Chapter 1 of the County Code. The Chapter 1 provisions are designed to address traditional code enforcement violations and are not ideal for vineyard and orchard violations because they are structured to assess penalties on a per day basis as long as the violation exists. Per-day accrual of penalties can only begin after a notice of violation has been issued. In vineyard and orchard development, it is not uncommon for a violation to be discovered after it has resulted in significant environmental harm. Under these circumstances, per-day penalties are not commensurate with the environmental harm that was caused by the violation and thus may fail to act as a deterrent to future violations. In light of this, previous violations have been prosecuted by the District Attorney.

Wetlands setbacks: This amendment avoids the possibility of double-regulating wetlands that have already obtained federal or state permits, and regulating wetlands that are exempt from state and federal requirements.

Stream Setbacks: This amendment simply incorporates the stream setbacks established when the Board adopted the Riparian Corridor Ordinance in November 2014.

Lake, Pond and Reservoir Setbacks: VESCO does not currently distinguish natural water bodies (such as lakes and ponds) from reservoirs or impoundments designed strictly for irrigation. VESCO currently imposes a 50-foot setback to all of these water bodies, inadvertently disincentivizing the construction of new irrigation reservoirs. This amendment separates the setbacks for lined irrigation reservoirs from natural water bodies, and applies a setback to reservoirs as determined by an engineer to maintain structural integrity of the reservoir.

Winterization: This amendment codifies existing requirements for winterization that are currently in the Department's Best Management Practices Manual. Codifying these requirements is appropriate as these standards apply to all projects and are critical to the success of the program. This amendment also creates an easier pathway to enforcement since future violations would be a direct violation of the ordinance.

Legislative Intent and Automatic Repeal: This amendment relocates existing language to make clear the Board's intent, and effectuate the General Plan policies calling for rapid, efficient, and streamlined permit process for agriculture.

Minor amendment justifications:

Focused species assessments: This change recognizes that replanting a vineyard or orchard is not a change in the existing land use and should not require a full biotic assessment.

Permit exemptions for hobby vineyards and orchards and the replacing of individual missing, dead, or diseased grapevines or orchard trees: This amendment recognizes the need for permit exemptions for one hobby vineyard or orchard per parcel, up to one-half acre in size, and replacing individual missing, dead, or diseased grapevines or orchard trees where less than one-half acre of contiguous grapevines or orchard trees are replaced.

Interplanting: This amendment is similar to the existing allowance for replacing dead or diseased vines and recognizes the need to interplant, particularly in older apple orchards that are being revived to produce apples for cider and other purposes.

Emergency drainage: This amendment recognizes the need for a permit exception under circumstances that immediately threaten the environment or human health.

Tolling: This amendment recognizes that litigation is outside of the applicant's control, and avoids new applications where lawsuits prevent work from being timely completed.

Chapter 11 (Construction Grading and Drainage) Revisions:

Grading permit exemptions for minor fill inside the flood-prone urban area or special flood hazard areas: This amendment recognizes the need for a grading permit exemption for minor fills related to building permits where fill will not alter drainage patterns nor reduce flood storage capacity.

Emergency drainage: This amendment recognizes the need for a permit exemption under circumstances that immediately threaten the environment or human health.

Permit application and implementation terms: This amendment recognizes the need to better identify term limits for grading permit applications and permit implementation and makes grading permit term limits more consistent with building permit term limits.

Tolling: This amendment recognizes that litigation is outside of the applicant's control, and avoids new applications where lawsuits prevent work from being timely completed.

OTHER AGENCY AND COMMUNITY STAKEHOLDER INVOLVEMENT

Agricultural Commissioner conducted extensive outreach to stakeholders to develop the proposed amendments. In 2015, staff met with and received input from agricultural, environmental, and regulatory stakeholders, including Russian Riverkeeper, the Regional Water Quality Control Board for the North Coast Region (Regional Board), National Marine Fisheries Service, and California River Watch.

Staff continued to meet with stakeholders throughout 2016. On May 24, 2016, for example, staff met with representatives of Russian Riverkeeper, Sonoma Ecology Center, the Regional Board, and California River Watch. On June 1, 2016, staff met with agricultural stakeholders including SAVE.

On March 20, 2017, staff distributed a public draft of the ordinance, and a walkthrough of the proposed changes. Staff then conducted extensive outreach. Staff met multiple times with agricultural stakeholders, including SAVE, the Sonoma County Farm Bureau, and United Winegrowers Sonoma County. Staff likewise met multiple times with the Regional Board and National Marine Fisheries Service, and also met with the California Department of Fish and Wildlife. Staff further met with environmental stakeholders including the Sierra Club and Russian Riverkeeper. These stakeholders identified changes that needed to be made to the public draft ordinance, as well as larger policy issues that could be discussed in a Board study session.

Staff published the draft ordinance on November 14, 2017. Staff circulated the draft ordinance, and a walkthrough of the same, to all known agricultural, environmental, and regulatory stakeholders, and encouraged them to share it with all other interested parties. Staff also uploaded the draft ordinance and walkthrough to the Agricultural Commissioner's website.

BOARD STUDY SESSION

The stakeholders requested various other ordinance revisions and amendments that were not directed by the Board. These proposed revisions could be considered by the Board at a study session to be held in 2018. The comment letters received to date are attached to this report, and provide a complete record of the revisions requested by stakeholders. Some of the major amendments are summarized below:

Permit exemptions and requirements

- Exempt replants where the entire vineyard has a natural slope of less than 5 percent, no deep ripping is conducted, and the existing vineyard infrastructure is kept intact.
- Require applicants to demonstrate that they have consulted with (or obtained permits from) state and federal resource agencies.
- Prohibit vineyards on steep slopes, or require CEQA review.

Standards

- Require a minimum 25' no-touch setback from streams and wetlands. Allow setback areas to revegetate, and do not allow them to be used as grassy avenues or turnarounds.
- Update the BMP Manual to reflect the VESCO changes and add the current, state of the art best management techniques for controlling erosion and sedimentation.
- Consider use of the California Rapid Assessment Methodology (CRAM) or similar scientific methodology to assess the condition of existing wetlands, and identify appropriate setbacks.
- Allow stream and wetland setback areas to be mowed and modified to prevent vegetation from growing.
- Require replanting work to stop and revegetate by October 15 instead of November 15.
- Impose new ordinance and BMP requirements to control erosion from vineyard roads and avenues.

Monitoring and Enforcement

- Increase post-development monitoring and analysis to verify that VESCO BMPs are in fact producing the desired erosion and sediment control. Verification monitoring could be conducted by County staff, by property owners, or a combination of the two.

Other Revisions

- Require applicants to indemnify the County for ministerial as well as discretionary permits.

CEQA

As set forth in Attachment D, the proposed action is categorically exempt under Sections 15307 and 15308 of the State CEQA Guidelines. These sections exempt from CEQA actions taken by regulatory

agencies to assure the maintenance, restoration or enhancement of a natural resource where the regulatory process involves procedures for protection of the environment, where the action does not include construction activities or relaxation of standards allowing environmental degradation. This action proposes changes to strengthen permit requirements and standards, increase civil penalties for violations, and incorporate Riparian Corridor, Wetland, and Lake, Pond, and Reservoir setback requirements. The proposed action is also exempt under section 15061(b)(3) of the State CEQA Guidelines because it can be seen with certainty that there is no possibility that this ordinance may have a significant effect on the environment.

ALTERNATIVES

The alternative to adopting these proposed technical changes as drafted would be to postpone any changes until the Board conducts a study session with staff and stakeholders to review additional proposed changes as requested by stakeholders. Following the study session, staff could bring back any proposed additional changes as directed by the Board.

RECOMMENDATION

Staff recommends that the Board conduct a public hearing, direct any specific changes it wishes to make in the proposed ordinance, and adopt a resolution introducing, reading the title of, and waiving further reading of the ordinance. Staff would place the final ordinance on the December 19, 2017 consent calendar for final adoption.

STEPS FOLLOWING APPROVAL

If approved, staff could return to the Board in 2018 for a study session to discuss recommendations from stakeholders.

Prior Board Actions:

5/15/2012: Adoption of Ordinance No. 5988 to establish requirements and standards for vineyard and orchard planting where tree removal is involved, and making other miscellaneous other minor changes to Chapter 11 of the Sonoma County Code.

12/9/2008: Adoption of Ordinance No. 5819 to consolidate all grading, drainage and vineyard and orchard development related code provisions into one Sonoma County Code chapter.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

The VESCO program is a ministerial permitting program designed to protect the environment while not imposing costs associated with discretionary permits. Differentiating reservoirs from lakes and ponds will remove disincentive to increasing farm water storage. Adding an enforcement mechanism will enable better and more efficient enforcement of environmental protections.

Fiscal Summary			
Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses	0	0	0
Additional Appropriation Requested			
Total Expenditures	0		
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources	n/a		
Narrative Explanation of Fiscal Impacts:			
<p>There is no expected cost to implementing these minor changes, and revisions to Best Management Practices will be made with existing staff resources. A future larger update of Best Management Practices may be required in the future, in which case the Department will work to identify sufficient resources.</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:			
<p>Attachment A: Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Introducing, Reading The Title Of, And Waiving Future Reading Of An Ordinance Amending Chapter 11 Of The Sonoma County Code To Regulate Only Construction</p>			

Grading And Drainage, Adding Chapter 36 To The Sonoma County Code To Regulate Vineyard And Orchard Development And Agricultural Grading and Drainage, And Determining Exemption From The California Environmental Quality Act

Attachment B: An Ordinance of the Board of Supervisors of the County of Sonoma, State of California, Amending Chapter 11 of the Sonoma County Code to Regulate Only Construction Grading and Drainage, Adding 36 to the Sonoma County Code to Regulate Vineyard and Orchard Development and Agricultural Grading and Drainage, and Determining Exemption from the California Environmental Quality Act

Attachment C: Comment letters received to date.

Attachment D: Draft CEQA Notice of Exemption

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



County of Sonoma
State of California

Date: December 12, 2017

Item Number: _____
Resolution Number: _____



4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Introducing, Reading The Title Of, And Waiving Future Reading Of An Ordinance Amending
Chapter 11 Of The Sonoma County Code To Regulate Only Construction Grading And
Drainage, Adding Chapter 36 To The Sonoma County Code To Regulate Vineyard And Orchard
Development And Agricultural Grading and Drainage, And Determining Exemption From The
California Environmental Quality Act**

Whereas, an ordinance entitled "An Ordinance Amending Chapter 11 Of The Sonoma County Code To Regulate Only Construction Grading And Drainage, Adding Chapter 36 To The Sonoma County Code To Regulate Vineyard And Orchard Development And Agricultural Grading and Drainage, And Determining Exemption From The California Environmental Quality Act" has been introduced and the title read;

Now, Therefore, Be It Resolved that further reading of the proposed ordinance is waived.

Supervisors:

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

ORDINANCE NO. _____

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SONOMA, STATE OF CALIFORNIA, AMENDING CHAPTER 11 OF THE SONOMA COUNTY CODE TO REGULATE ONLY CONSTRUCTION GRADING AND DRAINAGE, ADDING CHAPTER 36 TO THE SONOMA COUNTY CODE TO REGULATE VINEYARD AND ORCHARD DEVELOPMENT AND AGRICULTURAL GRADING AND DRAINAGE, AND DETERMINING EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

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

Section I. Chapter 11 (Construction Grading and Drainage) of the Sonoma County Code is amended to read as set forth in Exhibit “A,” attached hereto and incorporated herein by this reference.

Section II. Chapter 36 (Vineyard and Orchard Development and Agricultural Grading and Drainage) is added to the Sonoma County Code to read as set forth in Exhibit “B,” attached hereto and incorporated herein by this reference.

Section III. The Board of Supervisors finds and determines that this Ordinance is exempt from the California Environmental Quality Act (“CEQA”) pursuant to State CEQA Guidelines sections 15307 and 15308 as an action taken to assure the maintenance, restoration, enhancement, and protection of natural resources and the environment where the regulatory process involves procedures for protection of the environment, and pursuant to State CEQA Guidelines section 15061(b)(3) because it can be seen with certainty that there is no possibility that this Ordinance may have a significant effect on the environment. The basis for this determination is that this Ordinance only approves amendments to Chapter 11 of the Sonoma County Code to limit the chapter to the regulation of construction grading and drainage, adds a new Chapter 36 to the Sonoma County Code to regulate vineyard and orchard development and agricultural grading and drainage, which previously have been regulated under Chapter 11, and makes minor revisions and technical and clarifying changes to maintain or strengthen the permit requirements and standards in both chapters. The adoption of this Ordinance will not result in any significant direct or indirect physical change to the environment, and will instead assure the maintenance, restoration, enhancement, and protection of natural resources and the environment where the regulatory process involves procedures for protection of the environment. The Director of the Permit and Resource Management Department and the Agricultural Commissioner are directed to file a notice of exemption in accordance with CEQA and the State CEQA Guidelines.

Section IV. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the

validity of the remaining portion of this Ordinance. The Board of Supervisors hereby declares that it would have passed this Ordinance and every section, subsection, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

Section V. This Ordinance shall be and the same is hereby declared to be in full force and effect from and after thirty (30) days after the date of its passage and shall be published once before the expiration of fifteen (15) days after said passage, with the names of the Supervisors voting for or against the same, in *The Press Democrat*, a newspaper of general circulation published in the County of Sonoma, State of California. Pursuant to Government Code section 25124, complete copies of Exhibits "A" and "B" to this Ordinance are on file with the Clerk of the Board of Supervisors and are available for public inspection and copying during regular business hours in the office of the Clerk of the Board of Supervisors, 575 Administration Drive, Room 100A, Santa Rosa.

In regular session of the Board of Supervisors of the County of Sonoma, introduced on the 12th day of December, 2017, and finally passed and adopted this __ day of December, 2017, on regular roll call of the members of said Board by the following vote:

SUPERVISORS:

Gorin: _____ Rabbitt: _____ Gore: _____ Hopkins: _____ Zane: _____

Ayes: _____ Noes: _____ Absent: _____ Abstain: _____

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

SO ORDERED.

Chair, Board of Supervisors
County of Sonoma

ATTEST:

Sheryl Bratton,
Clerk of the Board of Supervisors

EXHIBIT “A”
CHAPTER 11 OF THE SONOMA COUNTY CODE

CHAPTER 11 – CONSTRUCTION GRADING, AND DRAINAGE, AND VINEYARD AND ORCHARD SITE DEVELOPMENT

Article 02. ~~Purpose and Effect~~General.

Sec. 11.02.010. - Title.

This chapter ~~is and may be cited~~shall be known as the Sonoma County Construction Grading, and Drainage, and Vineyard and Orchard Site Development Ordinance.

Sec. 11.02.020. - Purpose.

This chapter is enacted for the purpose of regulating construction grading, and drainage ~~improvement, and vineyard and orchard site development~~ within the unincorporated area of the county, and to establish ministerial standards for those activities that:

- A. Protect the public health, safety, and welfare of the county;
- B. Minimize hazards to life and property;
- ~~B~~C. Protect against soil loss, and the pollution of watercourses with soil and other pollutants;
- ~~C~~D. Protect the safety, use, and stability of public rights-of-way and watercourses;
- ~~D~~E. Protect watercourses from obstruction, and protect life and property from the deleterious effects of flooding;
- ~~E~~F. Protect ~~against the destruction of human remains and archaeological resources~~aquatic resources and wildlife habitat; and
- ~~F~~ G. Protect streams, lakes, ponds, and wetlands; and
- G. Promote water conservation and groundwater recharge.

Sec. 11.02.030. - Administration.

This chapter shall be administered under the direction of the board of supervisors, by and through the director ~~of permit and resource management and the agricultural commissioner.~~

Sec. 11.02.040. Applicability.

- A. Compliance required. The provisions of this chapter shall apply to all construction grading, and drainage ~~improvement, and vineyard and orchard site development~~

occurring within the unincorporated area of the county, except for construction grading and drainage ~~improvement~~ for timber operations conducted under an approved timber harvesting plan or nonindustrial timber management plan. The permit requirements in this chapter shall apply to all construction grading, and drainage ~~improvement, and vineyard and orchard site development~~ subject to the provisions of this chapter, unless exempted from permit requirements by Section 11.04.010.C; or 11.06.010.C; ~~or 11.08.010.C~~. The standards in Article ~~1614~~ and the best management practices in the department's best management practices for construction grading and drainage shall apply to all construction grading, and drainage ~~improvement, and vineyard and orchard site development~~ subject to the provisions of this chapter, regardless of whether a permit is required by this chapter.

- B. Liability. Nothing in this chapter, nor the issuance of a permit pursuant to this chapter, nor compliance with the provisions of this chapter or with any permit conditions, shall relieve any person from responsibility for damage to other persons or property, or impose any liability upon the county, its officers, agents, or employees, for damage to other persons or property.
- C. Relationship to other laws. The provisions of this chapter are not intended to and shall not be construed or given effect in a manner that conflicts with state or federal law, or interferes with the achievement of state or federal regulatory objectives. The provisions of this chapter shall be interpreted to be supplementary to and compatible with state and federal enactments, and in furtherance of the public purposes those enactments express. Compliance with the provisions of this chapter, however, does not ensure compliance with state and federal requirements. Further, the provisions of this chapter are not intended to and shall not be construed or given effect in a manner that supersedes other provisions of this code. Where another provision of this code establishes a stricter requirement than a provision of this chapter, that stricter requirement shall prevail.
- D. Other permits. Nothing in this chapter shall eliminate the need for any person undertaking any construction grading, or drainage ~~improvement, or vineyard or orchard site development~~ from having to obtain any other permits, approvals, or authorizations required by this code or state or federal agencies.

Sec. 11.02.050. - Interpretations.

- A. Authority to interpret. The director ~~of permit and resource management and the agricultural commissioner~~ shall have the authority to interpret the provisions of this chapter. Whenever the director ~~of permit and resource management or the agricultural commissioner~~ determines ~~it necessary or appropriate~~ that the meaning or applicability of any requirement of this chapter is subject to interpretation, he or she the director may issue an official written interpretation ~~or, in the alternative,~~ The director may also refer ~~the~~ any issue of interpretation to the board of supervisors for determination.
- B. Language. When used in this chapter, the words “shall,” “must,” “will,” “is to,” and “are to” are always mandatory. “Should” is not mandatory but is strongly recommended; and

“may” is permissive. The present tense includes the past and future tenses; and the future tense includes the present. The singular number includes the plural number, and the plural the singular, unless the natural construction of the word indicates otherwise. The words “include,” “includes,” and “including” shall mean “including but not limited to.”

- C. Time limits. Whenever a number of days is specified in this chapter, or in any permit, condition of approval, or notice provided in compliance with this chapter, the number of days shall be construed as calendar days, unless business days are specified. A time limit shall extend to 5 p.m. on the following business day where the last of the specified number of days falls on a weekend, county-observed holiday, or other day the county is not open for business.
- D. State or federal law ~~or regulation~~ requirements. Where this chapter references applicable provisions of state or federal law ~~or regulation~~, the reference shall be construed to be to the applicable state or federal law ~~or regulation~~ provisions as they may be amended from time to time.

Sec. 11.02.060 – Best Management Practices.

The director may adopt, amend, or rescind best management practices for this chapter. The best management practices shall implement or make specific the standards in Article 14. The best management practices shall reference or detail only fixed standards and objective measurements that do not require the exercise of discretion by the director. Failure by any person to comply with any applicable best management practice adopted or amended pursuant to this section shall be a violation of this chapter. The best management practices adopted or amended pursuant to this section shall be compiled by the director and made available to the public.

Sec. 11.02.070 – Legislative Intent.

- A. Ministerial provisions; exception. It is the intent of the board of supervisors that the provisions of this chapter and the best management practices adopted pursuant to Section 11.02.060 shall be ministerial within the meaning of the California Environmental Quality Act and the State CEQA Guidelines. It is the further intent of the board of supervisors that the review of permit applications and the issuance of permits pursuant to this chapter shall be ministerial acts, except in the case of discretionary projects.
- B. Interpretation and application. This chapter and the best management practices adopted pursuant to Section 11.02.060 shall be interpreted, administered, and construed in light of the legislative intent expressed in Subsection A. If any provisions, sentences, or words in this chapter or any best management practice adopted pursuant Section 11.02.060 are ambiguous or capable of more than one interpretation, staff shall interpret, administer, and construe them as conferring only ministerial authority. Staff shall not exercise personal judgment, special discretion or judgment, or personal, subjective judgment in deciding whether or how projects should be carried out, except in the case of discretionary projects.

Article 04. – Construction Grading Permits.

Sec. 11.04.010. - Construction Grading ~~p~~Permit ~~r~~Requirements.

- A. Permit required. A construction grading permit shall be required prior to commencing any construction grading or related work, including preparatory ~~site~~land clearing, ~~and soil~~vegetation removal, or other ground disturbance, except where exempted from permit requirements by Subsection C. A separate construction grading permit shall be required for each site.
- B. Designation and performance. ~~C~~Construction grading shall be designated as “regular construction grading” or “engineered construction grading” in compliance with Table 11-1, and shall be performed as follows:
 - 1. Regular construction grading. Regular construction grading shall be performed in compliance with approved plans and specifications prepared by the property owner or a licensed professional acting within the scope of their license.
 - 2. Engineered construction grading. Engineered construction grading shall be performed in compliance with approved plans and specifications prepared by a civil engineer.

Table 11-1 Construction Grading Designation

Parameter	Threshold	
	Regular <u>Construction</u> Grading	Engineered <u>Construction</u> Grading
Volume (cut or fill)	Does not exceed 5,000 cubic yards	Exceeds 5,000 cubic yards
Cut	No greater than 3 feet in depth and does not create a cut slope greater than 5 feet in height ¹	Greater than 3 feet in depth or creates a cut slope greater than 5 feet in height ¹
Fill	No greater than 3 feet in depth ¹	Greater than 3 feet in depth ¹
Fill inside the flood-prone urban area and any <u>or</u> special flood hazard areas s	Does not exceed 50 cubic yards	Exceeds 50 cubic yards
Natural slope of grading area	No steeper <u>greater</u> than 15 percent	Steeper <u>Greater</u> than 15 percent

Geologic Hazard Area Combining District	Grading area is not in the Geologic Hazard Area Combining District	Grading area is wholly or partially in the Geologic Hazard Area Combining District ²
Geologic hazards	Grading area contains no geologic hazards	Grading area contains geologic hazards ³

Notes:

1. The references to depths and heights for cuts and fills are between existing grade and proposed grade.
2. The engineered construction grading designation shall apply only to the portion of the grading area that is in the Geologic Hazard Area Combining District.
3. The engineered construction grading designation shall apply only to the portion of the grading area that is directly affected by the geologic hazards.

C. Exemptions from permit requirements. The following construction grading activities are exempt from the provisions of this section and may be conducted without obtaining a grading permit, provided that these activities shall still be subject to the standards in Article ~~16~~14.

1. Cemeteries. Routine excavations and fills for graves.
2. Emergency grading. Grading necessary to protect life or property, or to implement erosion prevention or control measures, where a situation exists that requires immediate action; provided that only the volume of grading necessary to abate an imminent hazard may be performed prior to obtaining a construction grading permit. The person performing the emergency grading or the property owner shall notify the ~~permit authority~~director and provide evidence acceptable to the ~~permit authority~~director of the scope and necessity of the emergency grading on or before the next business day after the onset of the emergency situation. The person performing the emergency grading or the property owner shall apply for a construction grading permit within ten days after the commencement of the emergency grading. The ~~permit authority~~director may order emergency grading to be stopped or restricted in scope based upon the nature of the emergency.
3. Environmental remediation. Grading for environmental remediation ordered or approved by a public agency exercising regulatory jurisdiction over a site contaminated with hazardous materials, where the ground surface is restored to its previous topographic condition within 60 days after the completion of the work. The ~~permit authority~~director shall be notified in writing at least 30 days prior to the commencement of the work.
4. Excavations and fills ~~subject to valid building, agricultural exemption, or demolition permit~~for buildings or structures. Where authorized by a valid

building, agricultural exemption, or demolition permit. Excavations below existing or finished grade for basements, and footings of buildings, retaining walls, or other structures, and fills using only material from the excavation, ~~where authorized by a valid building, agricultural exemption, or demolition permit.~~ The placement of fill must be shown on the approved plans and specifications. Fill that is intended to support structures or surcharges may be greater than 1 foot in depth only if a soils report justifies the use of the fill. This exemption shall not apply to any fill that is engineered construction grading.

5. Excavations and fills for wells or on-site sewage disposal systems. Where authorized by a valid well or septic permit, excavations and fills for wells or on-site sewage disposal systems. The placement of fill must be shown on the approved plans and specifications.
6. Exploratory excavations. Exploratory excavations to investigate subsurface ~~soil~~ conditions ~~and geology~~, affecting or disturbing an area of less than 10,000 square feet and involving the movement of less than 50 cubic yards, under the direction of a civil engineer, soils engineer, engineering geologist, or registered environmental health specialist, where the ground surface is restored to its previous topographic condition within 60 days after the completion of the work.
67. Grading subject to valid encroachment permit within a public right-of-way. Where authorized by a valid encroachment permit, Ggrading within a public right-of-way, ~~where authorized by a valid encroachment permit.~~
78. Landfills. Grading at landfills regulated by the State Integrated Waste Management Act.
89. Maintenance, repair, or resurfacing of existing private roads and driveways. Maintenance, repair, or resurfacing of existing, lawfully constructed private roads and driveways, where the length, width, and design capacity are not changed. This exemption shall not apply to any fill in the flood-prone urban area or any special flood hazard area.
910. Minor cut. A cut that does not exceed 50 cubic yards, and:
 - a. Is no greater than 3 feet in depth; or
 - b. Does not create a cut slope greater than 5 feet in height and ~~steeper~~ greater than 2 ~~units~~ feet horizontal to 1 ~~unit~~ foot vertical (50 percent).
1011. Minor fill outside the flood-prone urban area and special flood hazard areas. A fill outside the flood-prone urban area and any special flood hazard area that does not exceed 50 cubic yards or alter or obstruct a watercourse or wetland, and is:

- a. ~~Is intended to support structures or surcharges and is no~~ greater than 1 foot in depth, ~~and placed on terrain with a natural slope no steeper~~ greater than 15 percent, and intended to support structures or surcharges; or
- b. ~~Is~~ No greater than 3 feet in depth and not intended to support structures or surcharges ~~and is no greater than 3 feet in depth~~.

This exemption shall not apply to any fill that is engineered construction grading.

12. Minor fill inside the flood-prone urban area or special flood hazard areas. Where authorized by a valid building, agricultural exemption, encroachment, or demolition permit, a fill inside the flood-prone urban area or any special flood hazard area that does not exceed 50 cubic yards or alter or obstruct a watercourse or wetland, and is no greater than 1 foot in depth, replaces material excavated from the site, and does not exceed the elevation of the immediately adjacent grade. The placement of fill must be shown on the approved plans and specifications. This exemption shall not apply to any fill that is engineered construction grading.

~~413.~~ Pipelines and utilities. Excavations and fills for pipelines, routine pipeline maintenance practices, or installation, testing, maintenance, or replacement of utility connections, distribution or transmission systems, or telecommunication facilities, on a single site or within a public right-of-way, where the ground surface is restored to its previous topographic condition within 60 days after the completion of the work. This exemption shall not apply to any fill that is used for any purpose other than restoring the ground surface to its previous topographic condition.

~~4214.~~ Public projects. Where a public agency takes full responsibility for the work, ~~G~~grading for public projects on public property ~~undertaken by or on behalf of the county or a local agency governed by the board of supervisors.~~

~~4315.~~ Public trails. Where a public agency takes full responsibility for the work, ~~G~~grading for public trails, ~~where a public agency takes full responsibility for the work.~~ The ~~permit authority~~director shall be notified in writing at least 30 days prior to the commencement of the work.

~~4416.~~ Resource conservation, restoration, or enhancement projects. Where a public agency takes full responsibility for the work, ~~G~~grading for soil, water, wildlife, or other resource conservation, restoration, or enhancement projects, ~~where a public agency assumes full responsibility for the work.~~ The ~~permit authority~~director shall be notified in writing at least 30 days prior to the commencement of the work.

- 1517. Soil profiling test pits. Excavations for soil profiling test pits, where the ground surface is restored to its previous topographic condition within 60 days after the completion of the work.
- 1618. Surface mining. Mining, quarrying, excavating, processing, or stockpiling rock, sand, gravel, aggregate, or clay in compliance with Chapter 26A of this code.
- ~~17. — Wells and on-site sewage disposal systems subject to valid well or septic permit. Excavations and fills for wells and on-site sewage disposal systems, where authorized by a valid well or septic permit and the fill material is placed on-site and the placement is shown on the approved well or septic plans.~~

Article 06. - Construction Drainage Permits.

Sec. 11.06.010. - Construction Drainage ~~p~~Permit ~~r~~Requirements.

- A. Permit required. A construction drainage permit shall be required prior to commencing any construction drainage ~~improvement~~ involving construction or modification of drainage facilities or related work, including preparatory ~~site~~land clearing, ~~and soil~~vegetation removal, or other ground disturbance, except where exempted from permit requirements by Subsection C. A separate construction drainage permit shall be required for each site.
- B. Designation and performance. ~~Construction D~~rainage ~~improvement~~ involving the construction or modification of drainage facilities shall be designated as “regular construction drainage” ~~improvement~~ or “engineered construction drainage” ~~improvement~~ in compliance with Table 11-2, and shall be performed as follows:
 - 1. Regular construction drainage ~~improvement~~. Regular construction drainage ~~improvement~~ shall be performed in compliance with approved plans and specifications prepared by the property owner or a licensed professional acting within the scope of their license.
 - 2. Engineered construction drainage ~~improvement~~. Engineered construction drainage ~~improvement~~ shall be performed in compliance with approved plans and specifications prepared by a civil engineer.

Table 11-2 Construction Drainage ~~Improvement~~ Designation

Parameter	Threshold [±]	
	Regular <u>Construction</u> Drainage Improvement	Engineered <u>Construction</u> Drainage Improvement
	Does not exceed 2 square feet	Exceeds 2 square feet

Cross-sectional area of drainage facility		
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Notes:

1. Examples:
 - a. Circular: Diameter is less than or equal to 19 inches or 1.6 feet, effectively 18 inches or 1.5 feet.
 - b. Vee-ditch: Depth of 1 foot and top width equal to 4 feet (assumes 2:1 side slopes).

C. Exemptions from permit requirements. The following construction drainage activities are exempt from the provisions of this section and may be conducted without obtaining a drainage permit, provided that these activities shall still be subject to the standards in Article ~~16~~14.

1. Drainage facilities ~~subject to valid grading, building, septic, VESCO, or encroachment permit~~ for construction grading, buildings or structures, septic systems, or within a public right-of-way. Where authorized by a valid construction grading, building, septic, or encroachment permit, construction or modification of drainage facilities for construction grading, buildings or structures, septic systems, ~~vineyard or orchard site development~~, or within a public right-of-way, ~~where authorized by a valid grading, building, septic, VESCO, or encroachment permit~~.
2. Emergency drainage alteration. Construction or modification of drainage facilities necessary to protect life or property, or to implement erosion prevention or control measures, where a situation exists that requires immediate action; provided that only the work necessary to abate an immediate hazard may be performed prior to obtaining a construction drainage permit. The person performing the emergency drainage alteration or the property owner shall notify the director and provide evidence acceptable to the director of the scope and necessity of the emergency drainage alteration on or before the next business day after the onset of the emergency situation. The person performing the emergency drainage alteration or the property owner shall apply for a construction drainage permit within ten days after the commencement of the emergency drainage alteration. The director may order emergency drainage alteration to be stopped or restricted in scope based upon the nature of the emergency.
3. Maintenance, repair, or replacement of ~~E~~existing private drainage facilities. Maintenance, repair, or replacement of existing, lawfully constructed private drainage facilities, where the location and design capacity are not changed.
34. Minor pipe and vee-ditch swale systems. Construction or modification of pipe and vee-ditch swale systems that meet all of the following criteria:

- a. The drainage area is less than one-half acre for a smooth-walled pipe or vee-ditch swale system, or less than one-quarter acre for a corrugated pipe system.
- b. The pipe or vee-ditch swale system is not located in the flood-prone urban area.
- c. The pipe system is a single run, with a minimum diameter of 8 inches and installed slopes between 2 percent and 4 percent, or the vee-ditch swale system is made of earth, grass, or rock, with side slopes no ~~steeper~~greater than 2 units horizontal to 1 unit vertical (50 percent), maximum depth of 9 inches, and installed slopes between 2 percent and 4 percent.

~~45.~~ Public projects. Where a public agency takes full responsibility for the work, ~~€~~construction or modification of drainage facilities for public projects on public property ~~undertaken by or on behalf of the county or a local agency governed by the board of supervisors.~~

~~56.~~ Public trails. Where a public agency takes full responsibility for the work, ~~€~~construction or modification of drainage facilities for public trails, ~~where a public agency takes full responsibility for the work.~~ The ~~permit authority~~director shall be notified in writing at least 30 days prior to the commencement of the work.

~~67.~~ Resource conservation, restoration, or enhancement projects. Where a public agency assumes full responsibility for the work, ~~€~~construction or modification of drainage facilities for soil, water, wildlife, or other resource conservation, restoration, or enhancement projects, ~~where a public agency assumes full responsibility for the work.~~ The ~~permit authority~~director shall be notified in writing at least 30 days prior to the commencement of the work.

~~7.~~ ~~Seasonal agricultural drainage swales. Construction or modification of seasonal agricultural drainage swales that meet all of the following criteria:~~

- ~~a. The drainage swale is constructed on contour to the maximum extent practicable.~~
- ~~b. The flowline slope of the drainage swale does not exceed 4 percent.~~
- ~~c. The drainage swale does not exceed 150 feet in length.~~
- ~~d. The outlet for the drainage swale is protected to prevent soil loss.~~

~~Article 08. -- Vineyard/Orchard Erosion and Sediment Control (VESCO) Permits.~~

~~Sec. 11.08.010. -- VESCO permit requirements.~~

- ~~A. Permit required. A VESCO permit shall be required prior to commencing any vineyard or orchard site development or related work, including preparatory site clearing and soil disturbance, except where exempted from permit requirements by Subsection C. A separate VESCO permit shall be required for each site.~~
- ~~B. Designation and performance. Vineyard and orchard site development shall be designated as Level I or Level II vineyard and orchard site development in compliance with Table 11-3, and shall be performed as follows:~~
- ~~1. Level I vineyard and orchard site development. Level I vineyard and orchard site development shall be performed in compliance with approved plans and specifications prepared by the property owner or the authorized agent of the property owner.~~
 - ~~2. Level II vineyard and orchard site development. Level II vineyard and orchard site development shall be performed in compliance with approved plans and specifications prepared by a civil engineer.~~

Table 11-3 Vineyard and Orchard Site Development Designation

Parameter	Threshold	
	Level I Vineyard and Orchard Site Development	Level II Vineyard and Orchard Site Development
Natural slope of planting area having no highly erodible soils	No steeper than 15 percent	Steeper than 15 percent, but in no event steeper than 50 percent
Natural slope of replanting area having no highly erodible soils	No steeper than 30 percent	Steeper than 30 percent
Natural slope of planting area having any highly erodible soils	No steeper than 10 percent	Steeper than 10 percent, but in no event steeper than 50 percent
Natural slope of replanting area having any highly erodible soils	No steeper than 15 percent	Steeper than 15 percent
Where tree removal is involved, natural slope descending below ridgetop	No steeper than 50 percent for more than 500 feet in slope length above a designated stream	Steeper than 50 percent for more than 500 feet in slope length above a designated stream

Where tree removal is involved, location of ridgetop	Not on a designated watershed or sub-watershed divide	On a designated watershed or sub-watershed divide
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~~C. Exemptions from permit requirements. The following activities are exempt from the provisions of this section and may be conducted without obtaining a VESCO permit, provided that these activities shall still be subject to the standards in Article 16.~~

- ~~1. Replacing missing, dead, or diseased grapevines or orchard trees. Interplanting young grapevines or orchard trees among established grapevines or orchard trees for the purpose of replacing individual missing, dead, or diseased grapevines or orchard trees in a vineyard or orchard, where the existing drainage facilities, irrigation system, trellis system, and other vineyard or orchard infrastructure are kept intact with minimal disturbance. This exemption shall not apply to replanting of an entire vineyard or orchard.~~
- ~~2. Planting and replanting hobby orchard. Planting and unlimited replanting of an orchard for hobby purposes, where the orchard is no more than one-half acre in land area. This exemption may only be used for one hobby orchard per legal parcel.~~
- ~~3. Planting and replanting hobby vineyard. Planting and unlimited replanting of a vineyard for hobby purposes, where the vineyard is no more than one-half acre in land area. This exemption may only be used for one hobby vineyard per legal parcel.~~

Article 1008. - Permit Application Filing and Processing.

Sec. 11.08.010. – Purpose.

This article provides procedures and requirements for the preparation, filing, and initial processing of the permit applications required by this chapter.

Sec. 11.10.01011.08.020. - Permit Authority for Permit Decisions.

~~The permit authority director shall be responsible for reviewing and making decisions on each type of permit application required by this chapter is identified by Table 11-4. Decisions of the permit authority approving or denying discretionary permit applications shall be subject to appeal and direct review pursuant to Article 20. All other decisions of the permit authority under this chapter shall be final, subject only to judicial review.~~

Table 11-4 Permit Authority

Type of Permit Application	Permit Authority
Grading Permit – Agricultural Grading	Agricultural Commissioner

Grading Permit—Construction Grading	Director of Permit and Resource Management
Drainage Permit—Agricultural Drainage Improvement	Agricultural Commissioner
Drainage Permit—Construction Drainage Improvement	Director of Permit and Resource Management
VESCO Permit—Vineyard and Orchard Site Development	Agricultural Commissioner

Sec. ~~11.10.020~~11.08.030. - Permit ~~a~~Application ~~p~~Preparation and ~~f~~Filing.

- A. Pre-application contact. A prospective applicant is encouraged to contact the ~~permit authority~~director before completing and filing a permit application to determine the information and materials required for application filing. The provision of information by the ~~permit authority~~director shall not be construed as a recommendation for either approval or ~~denial~~disapproval of an application. Any failure by the ~~permit authority~~director to identify all required information and materials shall not constitute a waiver of those requirements.
- B. Application. Permit applications shall be filed with the ~~permit authority~~department on a county application form. Each permit application shall include all required fees and deposits, all plans and specifications, maps, reports, and other information and materials required by the ~~permit authority's~~department's list of required application contents for the specific type of application, and any other reports necessary to verify compliance with this chapter.
- C. Eligibility for filing or withdrawing. A permit application may only be filed or withdrawn by the owner or easement holder of the site, an authorized agent of the owner or easement holder, or other person with the written consent of the owner or easement holder.
- D. Request for relief from standards. A permit application may include a request for relief from the standards in Article ~~16~~14. The request shall state in writing each standard proposed to be varied, the proposed substitute measure, when it would apply, and its advantages. The ~~permit authority~~director may require additional information to evaluate the requested relief.
- ~~E. Ministerial action; exception. The board of supervisors hereby declares that the review of permit applications and the issuance of permits pursuant to this chapter shall be ministerial actions, except where the permit application includes a request pursuant to Subsection D for relief from the standards in Article 16. This chapter shall be interpreted, administered, and construed in light of this legislative intent.~~

Sec. ~~11.10.030~~11.08.040. - Application ~~f~~Fees.

- A. Fee schedule. The board of supervisors shall establish a schedule of fees for the processing of permit applications required by this chapter.
- B. Refunds and withdrawals. The required application fees cover county costs for staff time and the other activities involved in processing permit applications. Therefore, no refund due to disapproval or expiration shall be allowed. In the case of a withdrawal, the ~~permit authority~~director may refund up to 90 percent of the application fee prior to the commencement of plan review.

Sec. ~~11.10.040~~11.08.050. - Indemnification.

- A. Applicant agreement. At the time of submitting a permit application ~~that includes a request pursuant to Section 11.10.020.D for relief from the standards in Article 16 for a discretionary project~~, the applicant shall agree, as part of the permit application, to defend (with legal counsel of the county's selection), indemnify, and hold harmless the county and its agents, officers, attorneys, and employees, from any claim, action, or proceeding brought against the county or its agents, officers, attorneys, or employees to attack, set aside, void, or annul, a discretionary approval of the county concerning the permit application, which action is brought within the applicable statute of limitations. The required indemnification shall include damages awarded against the county, if any, costs of suit, attorneys' fees, and other costs and expenses incurred in connection with the action.
- B. County notification of applicant. In the event that a claim, action, or proceeding referred to in Subsection A is brought, the county shall promptly notify the applicant of the existence of the claim, action, or proceeding and shall cooperate fully in the defense of the claim, action, or proceeding.

Sec. ~~11.10.050~~11.08.060. - Initial ~~p~~Permit ~~a~~Application ~~r~~Review.

The ~~permit authority~~director shall review each permit application for completeness and accuracy before it is accepted as complete and officially filed. The ~~permit authority's~~director's determination of completeness shall be based on the ~~permit authority's~~department's list of required application contents and any additional instructions provided to the applicant in any pre-application contact, and/or during the initial review period. No permit application shall be deemed complete, and processing shall not commence on any permit application, until all required fees and deposits have been paid, and all required plans, maps, reports, and other information and materials have been submitted to the ~~permit authority~~director and reviewed to determine compliance with this chapter, including peer review where necessary to determine compliance with this chapter.

- A. Notification of applicant when permit application is incomplete. The ~~permit authority~~director shall inform the applicant in writing within 30 days of filing when a

permit application is incomplete. The letter shall specify the additional information required to make the permit application complete.

- B. Withdrawal of application. If an applicant fails to provide the additional information specified in the ~~permit authority's~~director's letter providing notice of an incomplete permit application within 120 days following the date of the letter, the permit application shall be deemed withdrawn without any further action by the ~~permit authority~~director. The ~~permit authority~~director may grant one 90-day extension, if the applicant files a written request with the ~~permit authority~~director before expiration of the original 120-day period. After the withdrawal of a permit application, future consideration by the ~~permit authority~~director shall require the submittal of a new, ~~complete~~ permit application and associated fees.

Sec. ~~11.10.060~~11.08.070. - Environmental ~~R~~Review.

After a permit application has been accepted as complete, if the permit application ~~includes a request pursuant to Section 11.10.020.D for relief from the standards in Article 16~~is for a discretionary project, the proposed activity shall be reviewed as required by the California Environmental Quality Act and the State CEQA Guidelines to determine the level of environmental processing required.

Sec. ~~11.10.070~~11.08.080. - Expiration of ~~p~~Permit ~~a~~Application.

If a permit is not issued within one year following the filing of a permit application, the permit application shall expire and be deemed withdrawn, without any further action by the ~~permit authority~~director. The ~~permit authority~~director may grant one 180-day extension, if the applicant files a written request with the ~~permit authority~~director before expiration of the original one-year period and shows that the extension is warranted due to a lawsuit, ~~permit authority~~staff error, or other circumstances beyond the control of the applicant. After the expiration of a permit application, future consideration by the ~~permit authority~~director shall require submittal of a new, ~~complete~~ permit application and associated fees. Where a new permit application is filed within 180 days following the expiration of a permit application, the applicant may resubmit the original plans and specifications and the new permit application shall be processed based on the provisions of this chapter in effect at the time of the expired permit application. No expired permit application shall be renewed in this fashion more than once.

Article ~~1210~~. - Permit ~~Application Approval and Permit Issuance~~Review Procedures.

Sec. 11.10.010. – Purpose.

This article provides procedures for the final review and approval or disapproval of the permit applications required by this chapter.

Sec. ~~11.12.010~~11.10.020. - Permit Approval and issuance.

The approval of a permit application and issuance of a construction grading or drainage permit by the director shall occur as follows:

- A. Criteria for approval. The director may approve a permit application and issue a construction grading or drainage permit when the director determines that the proposed construction grading or drainage will comply with the following:
1. Ministerial permit application projects. A mMinisterial permit application projects shall be approved, and a grading, drainage, or VESCO permit issued, when the permit authority verifiesdirector determines that: the proposed construction grading or drainage complies with the provisions of this chapter and any applicable county land use approvals.
 - a. ~~The proposed grading, drainage improvement, or vineyard or orchard site development complies with the provisions of this chapter, other applicable provisions of this code, and the conditions of any applicable land use permit, subdivision approval, or other entitlement; and~~
 - b. ~~The proposed grading, drainage improvement, or vineyard or orchard site development is not part of a project for which an application for a land use permit or subdivision approval has been submitted, or, if part of such a project, the land use permit or subdivision approval has been issued.~~
 2. Discretionary permit application projects. A dDiscretionary permit application projects may be approved, and a grading, drainage, or VESCO permit issued, when the permit authoritydirector determines that:
 - a. There are special circumstances affecting the site that make the strict application of the standards in Article ~~1614~~ impractical;
 - b. The proposed construction grading, or drainage ~~improvement, or vineyard or orchard site development~~ is consistent with the purpose and intent of the standards in Article ~~1614~~, and does not diminish the health, safety, and environmental protection benefits that would be obtained from the strict application of those standards;
 - c. The proposed construction grading, or drainage ~~improvement, or vineyard or orchard site development~~ complies with all other provisions of this chapter, ~~other applicable provisions of this code, and the conditions of~~ and any applicable county land use ~~permit, subdivision approvals, or other entitlement; and~~
 - d. ~~The proposed grading, drainage improvement, or vineyard or orchard site development is not part of a project for which an application for a land use permit or subdivision approval has been submitted, or, if part of such a project, the land use permit or subdivision approval has been issued.~~

- B. Permit conditions. In ~~approving~~granting a construction grading or drainage permit for a discretionary permit application pursuant to Subsection A.2 project, the ~~permit authority~~director may impose any conditions deemed reasonable and necessary to protect the public health, safety, and welfare, prevent adverse environmental impacts or the creation of hazards to property, and ensure proper completion of the work.
- C. Permit holder. A construction grading or drainage permit shall be issued to the owner or easement holder of the site.
- D. Effect of permit and approved plans and specifications.
1. Compliance with plans and specifications required. All work for which a construction grading, ~~or drainage, or VESCO~~ permit is issued shall be done in compliance with the approved plans and specifications and the recommendations of required reports. The approved plans and specifications shall not be changed without the written approval of the ~~permit authority~~director.
 2. Modifications. Proposed modifications to the approved plans and specifications shall be submitted to the ~~permit authority~~director in writing, together with all necessary technical information and design details. A proposed modification shall be approved only if the ~~permit authority verifies~~director determines that the modification complies with the provisions of this chapter, ~~other applicable provisions of this code, and the conditions of~~ and any applicable county land use ~~permit, subdivision approval, or other entitlement~~.
- ~~D~~E. Distribution and use of approved plans and specifications. The ~~permit authority~~director shall retain one or more sets of approved and dated plans and specifications for inspection and record keeping. Two sets of approved and dated plans and specifications shall be provided to the permittee. The permittee shall maintain one set of approved and dated plans and specifications and the permit on the site at all times during the work.

Article 1412. - Permit Implementation, Time Limits, and Extensions.

Sec. 11.12.010. – Purpose.

This article provides requirements for the implementation of the permits required by this chapter, including time limits and procedures for granting extensions of time.

~~Sec. 11.14.010~~11.12.020. - Effective ~~d~~Date of ~~p~~Permits.

- A. Ministerial ~~Permit~~Project. ~~A ministerial permit required by this chapter~~The approval of a construction grading or drainage permit for a ministerial project shall become effective ~~when issued by the permit authority~~on the date of permit application approval.

- B. Discretionary ~~Permit~~Project. ~~A discretionary permit required by this chapter~~ The approval of a construction grading or drainage permit for a discretionary project shall become effective on the 11th day following the date of permit application approval ~~by the permit authority~~, provided that no appeal has been filed or direct review requested in compliance with Article ~~2016~~.

Sec. ~~11.14.02~~11.12.030. - Time limits and ~~e~~Extensions.

A. Time limits.

1. ~~Construction G~~Construction grading permit. A construction grading permit shall expire three years from the effective date of the permit, unless an extension has been granted in writing in compliance with Subsection B, provided that the ~~permit authority~~director may limit a construction grading permit to a lesser time period where the permit is required to abate dangerous or hazardous conditions. All work for which a construction grading permit is issued shall be completed and finalized prior to expiration of the permit or any extension granted pursuant to Subsection B.
2. ~~Construction D~~Construction drainage permit. A construction drainage permit shall expire three years from the effective date of the permit, unless an extension has been granted in writing in compliance with Subsection B, provided that the ~~permit authority~~director may limit a construction drainage permit to a lesser time period where the permit is required to abate dangerous or hazardous conditions. All work for which a construction drainage permit is issued shall be completed and finalized prior to expiration of the permit or any extension granted pursuant to Subsection B.
- ~~3. VESCO permit. A VESCO permit shall expire five years from the effective date of the permit, unless an extension has been granted in writing in compliance with Subsection B. All work for which a VESCO permit is issued shall be completed and finalized prior to expiration of the permit or any extension granted pursuant to Subsection B.~~

- B. ~~Extensions of time~~. Any permittee holding an unexpired construction grading, ~~or drainage, or VESCO~~ permit may apply for an extension of the time within which the work for which the permit is issued must be completed and finalized. The ~~permit authority~~director may extend the expiration date of the permit for a period not exceeding 180 days per extension request, where the permittee has requested the extension in writing and shown that a lawsuit, ~~permit authority~~staff error, or other circumstances beyond the control of the permittee have prevented the work for which the permit is issued from being started or completed

- C. ~~Changes in ownership~~. Any permittee holding a non-finalized grading, drainage, or VESCO permit shall notify the permit authority of any change in ownership of the ~~site~~Tolling. Any permittee holding an unexpired construction grading or drainage permit

may request a tolling of the time within which the work for which the permit is issued must be completed and finalized, where a lawsuit is brought in a court of competent jurisdiction involving the approval of the permit. Upon receipt of a request, the director shall grant a stay for the period during which the litigation is pending, subject to the following limitations:

1. The stay may not be granted until the county is served with the initial petition or complaint. If the county is not a party to the litigation, the county must be served with a courtesy copy of the initial pleading.
2. The stay may only be granted where the litigation is brought by opponents of the work to attack or overturn the approval.

D. Effect of expiration. After the expiration of a construction grading, or drainage, or VESCO permit in compliance with Subsection A, no further work shall be done on the site until a new grading, drainage, or VESCO permit is obtained. A new construction grading or drainage permit issued to recommence work started under an expired permit shall be based on the provisions of this chapter in effect at the time of the expired permit. No expired permit shall be renewed in this fashion more than twice.

Sec. ~~11.14.030~~11.12.040. - Performance of ~~w~~Work.

All work for which a construction grading, or drainage, or VESCO permit is required shall be subject to the following requirements.

A. Pre-construction consultation. The permittee and the ~~permit authority~~director shall have a pre-construction consultation prior to the commencement of the work.

B. Responsibility for the work. The permittee ~~and the property owner~~ shall be responsible for ensuring that the work ~~to be~~is performed in compliance with the approved plans and specifications and the standards in Article ~~16~~14.

C. Notification of change in ownership. The permittee shall notify the director of any change in ownership of the site prior to completion of the work.

D. Inspection. The work shall be subject to inspection as required by the ~~permit authority~~director. Approval as a result of an inspection shall not be construed to be an approval of a violation of the provisions of this chapter or other provisions of this code. Inspections presuming to give authority to violate or cancel the provisions of this chapter or other provisions of this code shall not be valid.

1. Site access. The permittee shall provide adequate access to the site for inspection by inspectors designated by the ~~permit authority~~director during the performance of all work, and for a minimum of ~~three~~one years ~~following~~after final inspection ~~for purposes of monitoring all work performed and verifying compliance with this chapter.~~

2. Professional inspections and certifications. The ~~permit authority~~director may require professional inspections and certifications to verify proper completion of the work.
 - a. Type of inspections and certifications. The professional inspections and certifications may include, but shall not be limited to requiring: the permittee to provide a civil engineer, soils engineer, engineering geologist, professional biologist, professional geologist, registered professional forester, ~~wetlands biologist~~, or other professional to perform inspections of work in progress and to certify the proper completion of work; inspection and testing by an approved testing agency; or the submittal of periodic progress reports.
 - b. Notification of noncompliance. Where the use of a civil engineer, soils engineer, engineering geologist, professional biologist, professional geologist, registered professional forester, ~~wetlands biologist~~, or other professional is required, these personnel shall immediately report in writing to the ~~permit authority~~director and the permittee any instance of work not being done in compliance with this chapter, other applicable provisions of this code, the approved plans and specifications, or any permit conditions, and shall also provide recommendations for corrective measures, if determined by the consultant to be necessary.
 - c. Transfer of responsibility for approval. If a required civil engineer, soils engineer, engineering geologist, professional biologist, professional geologist, registered professional forester, ~~wetlands biologist~~, or other professional is changed during the course of the work, the work shall be stopped until the permittee notifies the director in writing of the change of professional and the replacement individual has notified the permit authority~~new professional notifies the director~~ in writing of their agreement to accept responsibility for approval of the completed work within the area of their technical competence.

~~DE~~. Field changes. After permit issuance, no change to the approved work shall occur without the prior written approval of the ~~permit authority~~director. If the ~~permit authority~~director determines that the changes are minor, the changes shall be shown on ~~the~~ as-built plans. If the ~~permit authority~~director determines that the changes are significant, a request for a modification to the approved plans and specifications shall be filed as provided in Section ~~H.12.010.C.2~~11.10.020.D.2.

~~EF~~. Protection of utilities. As required by Government Code section 4216.2, the permittee shall contact the Underground Service Alert (USA) prior to starting any excavation that will be conducted in an area that is known, or reasonably should be known, to contain subsurface utility installations. Contact shall occur at least two working days, but not

more than fourteen calendar days, before the excavation starts. If practical, the excavator shall delineate with white paint or other suitable markings the area to be excavated.

FG. Stop work orders. The ~~permit authority director~~ may order that any work performed contrary to the requirements of this chapter, other applicable provisions of this code, the approved plans and specifications, or any permit conditions, or any work that has otherwise become hazardous to property or the public, be immediately stopped. It shall be unlawful and a violation of this chapter for any person to resume work that was ordered to be stopped by the ~~permit authority director~~, unless the ~~permit authority director~~ has required and the permittee has agreed to any necessary corrective measures, and the ~~permit authority director~~ has authorized resumption of the work in writing. A violation of a stop work order shall be punishable in compliance with Section ~~11.24.060.B~~ 11.20.070.B.

Sec. ~~11.14.040~~ 11.12.050. - Completion of ~~w~~ Work.

- A. Final reports. Upon final completion of all work for which a ~~construction grading, or drainage, or VESCO~~ permit is required, the ~~permit authority director~~ may require the following plans and reports, supplements thereto, or other documentation, prepared by the appropriate professionals in the format required by the ~~permit authority director~~. The ~~permit authority director~~ may also require such plans and reports at other stages of the work.
1. As-built plans. A set of as-built plans including original and finished contours at intervals acceptable to the ~~permit authority director~~, parcel drainage patterns with directional arrows, locations and elevations of all surface and subsurface drainage facilities, and locations of all post-development stormwater best management practices.
 2. Testing records. A complete record of all field and laboratory tests, including the location and elevation of all field tests.
 3. Professional opinions. Professional opinions regarding slope stability, soil bearing capacity, and any other information pertinent to the adequacy of the site for its intended use.
 4. Declarations about completed work. Declarations by any civil engineer, soils engineer, engineering geologist, professional biologist, professional geologist, registered professional forester, ~~wetlands biologist~~, or other professional required by the ~~permit authority director~~ pursuant to Section ~~11.14.030.C.2~~ 11.12.040.D.2, that all work was done in ~~substantial~~ compliance with the approved plans and specifications and the recommendations ~~contained in any of~~ required ~~soils or other special reports, and in compliance with the approved plans and specifications~~.
- B. Final inspection. No permittee shall be deemed to have complied with the provisions of this chapter until a final inspection of the work has been completed and approved by the

~~permit authority~~director. The permittee shall notify the ~~permit authority~~director when the work is ready for final inspection. ~~The permit authority shall final a permit when~~Final approval shall not be given until all work has been completed in compliance with the approved plans and specifications, and all reports required by Subsection A have been submitted and accepted.

Article ~~16~~14. - Standards.

Sec. ~~11.16.010~~11.14.010. - Purpose.

This article provides ministerial standards for the proper conduct of construction grading, and drainage improvement, and vineyard and orchard site development. All construction grading, and drainage improvement, and vineyard and orchard site development subject to the provisions of this chapter shall comply with the requirements of this article, regardless of whether a permit is required by this chapter.

Sec. ~~11.16.040~~11.14.020. - Construction Grading.

Construction grading shall be designed and constructed in compliance with the following requirements.

A. General. ~~Grading shall be designed and constructed in compliance with the following requirements.~~

1. Areas of grading. Grading shall be limited to the grading area identified and delineated on the approved plans and specifications.
2. Final contours. Contours, elevations, and shapes of finished surfaces shall be blended with adjacent natural terrain to achieve a consistent grade and natural appearance. Borders of cut slopes and fills shall be rounded off to a minimum radius of 5 feet to blend with the natural terrain.
3. MS4 permit. Where grading is within an MS4 permit boundary, the grading shall comply with the applicable standards and provisions of the MS4 permit.

B. Cuts. ~~Cuts shall be designed and constructed in compliance with the following requirements.~~

1. Slope. The slope of cut surfaces shall be no ~~steeper~~greater than 2 ~~units~~feet horizontal to 1 ~~unit~~foot vertical (50 percent), unless a soils report justifies a ~~steeper~~greater slope.
2. Terracing and drainage. Terracing and drainage of cuts shall be provided as required by Subsection D.

- C. Fills. ~~Fills shall be designed and constructed in compliance with the following requirements:~~
1. Fill location. Fill shall not be placed on natural slopes ~~steeper~~greater than 2 ~~units~~feet horizontal to 1 ~~unit~~foot vertical (50 percent).
 2. Surface preparation. Ground surfaces shall be prepared to receive fill by removing vegetation, topsoil, and other unsuitable materials, and scarifying the ground to provide a bond with the fill material.
 3. Benching. Benching into sound bedrock or other competent material, as determined by a civil engineer, shall be required where existing grade is at a slope ~~steeper~~greater than 5 ~~units~~feet horizontal to 1 ~~unit~~foot vertical (20 percent) and the depth of the fill exceeds 5 feet. Benching shall be provided in accordance with Figure 11-1, subject also to the following requirements:
 - a. A key at least 10 feet in width and 2 feet in depth shall be installed.
 - b. The key shall be installed at least 1 foot into sound bedrock or other competent material.
 - c. The area beyond the toe of the fill shall be sloped for sheet overflow or a non-erosive drain shall be provided.
 - d. Cuts for benching and keys shall be accepted by a soils engineer as a suitable foundation for fill prior to the placement of the fill material.

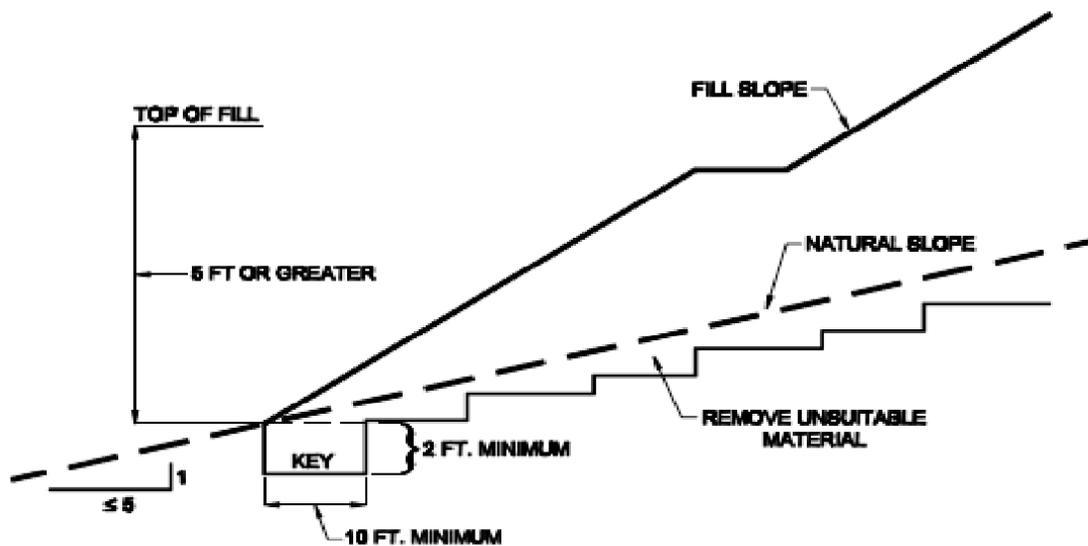


Figure 11-1 Benching Details

4. Fill material. Fill material shall not include organic, frozen, or other deleterious materials. No rock or similar irreducible material greater than 6 inches in any dimension shall be included in fills, except where a soils engineer devises a method of placement of larger rock, continuously inspects its placement, and approves fill stability, subject also to the following requirements:
 - a. Potential rock disposal areas shall be shown on the plans and specifications.
 - b. Rocks shall be placed so as to assure filling of all voids with well-graded soil.
5. Fill placement. Fills shall be constructed in lifts not exceeding 8 inches in depth. Completed fills shall be stable, well-integrated, and bonded to adjacent materials and the materials on which they rest. Fills shall be competent to support anticipated loads and be stable at the design slopes shown on the approved plans and specifications.
6. Compaction.
 - a. ~~Fills intended to support structures or surcharges.~~ Fills ~~intended to support structures or surcharges~~ shall be compacted to a minimum of 90 percent of maximum dry density, as determined by ASTM D1557, Modified Proctor, or as specified by a soils engineer.
 - b. ~~Fills not intended to support structures or surcharges. Fills not intended to support structures or surcharges shall be compacted as follows:~~
 - (1) ~~Fills greater than 3 feet in depth shall be compacted to the density specified by a soils engineer.~~
 - (2) ~~Fills no greater than 3 feet in depth shall be compacted to the density necessary for the intended use.~~
7. Slope. The slope of fill surfaces shall be no ~~steeper~~greater than 2 ~~units~~feet horizontal to 1 ~~unit~~foot vertical (50 percent), unless a soils report justifies a ~~steeper~~greater slope.
8. Limitation on fill in flood-prone urban area. No fill shall be placed in the flood-prone urban area, unless an analysis of pre-development and proposed post-development site topography demonstrates for no less than the design discharge specified in Section ~~11.16.030.C~~11.14.040.B that natural and existing off-site drainage patterns will be maintained to the extent feasible and stormwater runoff will be carried to disposal location(s) that have capacity to accommodate the stormwater runoff without worsening existing drainage conditions on the site and adjacent properties.

9. No net fill in special flood hazard areas. No fill shall be placed in any special flood hazard area, unless prior to permit issuance an analysis comparing the pre-development and proposed post-development site topography demonstrates that no reduction in flood storage capacity within the special flood hazard area will result from the fill placement and related improvements, and prior to the permit being finalized an analysis comparing the pre-development and as-built topography confirms that no reduction in flood storage capacity within the special flood hazard area has resulted from the fill placement and related improvements.

10. Terracing and drainage. Terracing and drainage of fills shall be provided as required by Subsection D.

D. Terracing and drainage of cuts and fills. Terracing and drainage of cuts and fills shall be designed and constructed to ensure the integrity of the cuts and fills. ~~The following requirements shall apply only to~~Unless otherwise justified by a soils report, terracing and drainage of cuts and fills with surface slopes ~~steeper~~greater than 3 ~~units~~feet horizontal to 1 ~~unit~~foot vertical (33 percent) ~~shall comply with the following requirements~~. Additional requirements applicable to the provision of drainage facilities ~~and systems~~ are established by Section ~~11.16.030~~11.14.040.B.

~~1. Agricultural grading. Terracing and drainage of cuts and fills for agricultural grading shall be designed by a civil engineer and constructed in compliance with the civil engineer's requirements.~~

~~2. Construction grading. Unless otherwise justified by a soils report, terracing and drainage of cuts and fills for construction grading shall conform to the following requirements.~~

~~a1.~~ Terraces. Terraces shall be established on cut and fill slopes to control surface drainage and debris. Suitable access shall be provided to permit proper cleaning and maintenance of terraces.

~~(1)~~a. For cut and fill slopes up to 30 feet in vertical height, terraces need not be provided.

~~(2)~~b. For cut and fill slopes greater than 30 feet and up to 60 feet in vertical height, one terrace at least 6 feet in width shall be established at mid-height.

~~(3)~~c. For cut and fill slopes greater than 60 feet and up to 120 feet in vertical height, terraces at least 6 feet in width shall be established at not more than 30-foot intervals or one terrace at least 12 feet in width shall be established at mid-height.

2. Toe of slope. The setback at the toe of a slope shall not be less than that shown in Figure 11-2.

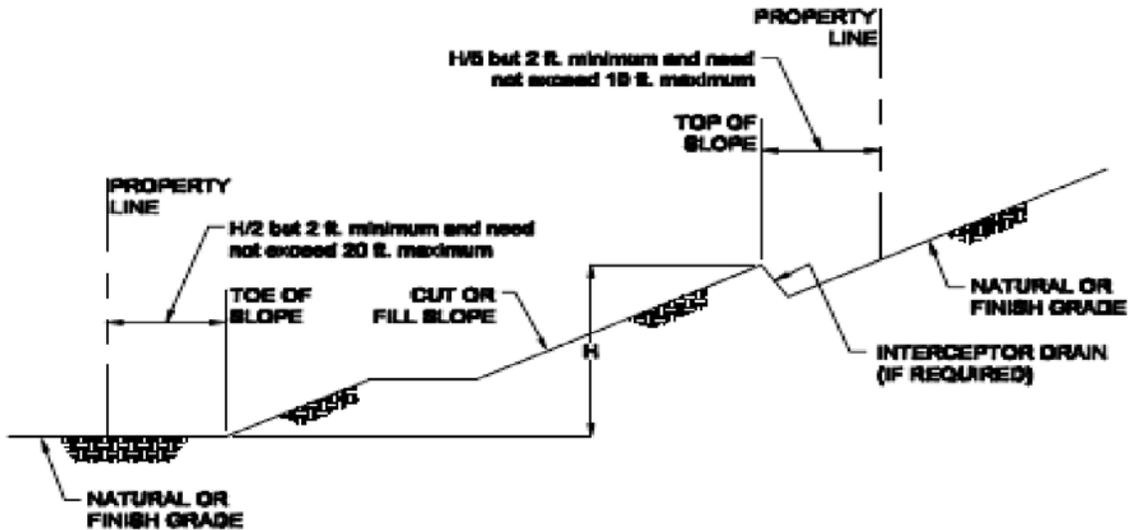


Figure 11-2 Cut and Fill Slope Setback Requirements

- F. Protection of footings, buildings, and structures. Footings that may be affected by any excavation shall be underpinned or otherwise protected against settlement and shall be protected against lateral movement. Fills or other surcharge loads shall not be placed adjacent to any building or structure unless the building or structure is capable of withstanding the additional loads caused by the fill or surcharge. The rights of adjacent affected property owners shall be as set forth in Civil Code section 832.

Sec. ~~11.16.02~~11.14.030. - Dams and ~~R~~Reservoirs.

- A. Dams and reservoirs subject to county jurisdiction. Dams and reservoirs ~~withinsubject to~~ the county's jurisdiction shall be designed and constructed in compliance with the approved plans and specifications and the following requirements:
 1. Embankment design. Embankments shall be designed and constructed in compliance with the following requirements:
 - a. Compaction. Embankments shall be compacted to a minimum of 90 percent of maximum dry density, as determined by ASTM D 1557, Modified Proctor.
 - b. Embankment crest. The embankment crest shall have a minimum width of 10 feet, a minimum freeboard of 2 feet and slope toward the dam or reservoir at minimum of 50 ~~units~~feet horizontal to 1 ~~unit~~foot vertical (2 percent).

2. Spillways. Dams and reservoirs 6 feet or more in height from existing grade shall have a spillway as an emergency outlet and shall be designed and constructed in compliance with the following requirements:
 - a. Spillway design flood. The spillway design flood shall be in compliance with the Flood Control Design Criteria Manual, or superseding document, for ~~at~~the 100-year design discharge.
 - b. Minimum freeboard. The minimum freeboard (vertical distance from spillway crest to dam or reservoir crest) shall be 2 feet.
 - c. Minimum residual freeboard. The minimum residual freeboard (vertical distance from maximum reservoir stage for spillway design flood to dam or reservoir crest) shall be 1 foot.
 - d. Downstream chute. The downstream chute of the spillway must not be over-topped for the spillway design flood.
 - e. Location. Unless otherwise recommended by a civil engineer or soils engineer, the spillway shall not be located over the dam or reservoir embankment.
 - f. Spillway material. Unless otherwise recommended by a civil engineer or soils engineer, the spillway shall be paved with reinforced concrete not less than six inches in thickness.
3. Outlets. Reservoirs shall include a low level outlet for emptying or lowering the reservoir in case of emergency and for inspection and maintenance of the dam or reservoir and appurtenances. Outlet conduits shall have an upstream control device (gate or valve), with a trash rack in front of control device, capable of controlling the discharge through all ranges of flow. Outlet conduits shall be designed for internal pressure equal to the full reservoir head and for superimposed embankment loads, acting separately. A low level outlet need not be provided where the reservoir floor is below grade and a pump capable of emptying or lowering the reservoir in case of emergency or for inspection and maintenance is installed.

B. Dams and reservoirs subject to state jurisdiction. Dams and reservoirs ~~withi~~subject to the state's jurisdiction shall be designed and constructed in compliance with the requirements of the California Division of Safety of Dams; and this chapter; ~~and other applicable provisions of this code.~~

Sec. ~~11.16.030~~11.14.040. - Drainage.

A. ~~Management of storm water. Grading, drainage improvement, and vineyard and orchard site development shall include the drainage facilities or other methods necessary to manage storm water in compliance with the permit authority's best management practices guide.~~

~~B. Natural and existing drainage patterns and runoff. Construction grading, and drainage improvement, and vineyard and orchard site development shall be designed and constructed to maintain natural and existing drainage patterns. Post-development stormwater runoff for construction grading and construction drainage improvement shall not exceed pre-development stormwater runoff using the calculation methodologies in the Storm Water Low Impact Development Technical Design Manual, or superseding document, or equivalent calculation methodologies. Post-development runoff for agricultural grading, agricultural drainage improvement, and vineyard and orchard site development shall be limited in compliance with the permit authority's best management practices guide.~~

CB. Design and construction of drainage facilities and systems.

1. Except as ~~otherwise~~ provided in Subsection ~~CB~~.2, drainage facilities and systems shall be designed and constructed in compliance with the Flood Control Design Criteria Manual, or superseding document, for no less than ~~at~~ the 10-year design discharge.
2. ~~Drainage facilities for vineyard and orchard site development~~Steam crossings shall be designed and constructed ~~in compliance with the permit authority's best management practices guide~~ for no less than ~~a 25-~~ the 100-year design discharge and include a minimum clearance from soffit to design water surface of 1 foot.
3. Drainage facilities required for cuts and fills are also subject to ~~the requirements of Section 11.16.040.D~~ 11.14.020.D.

DC. Disposal of stormwater runoff. Drainage facilities and systems shall ~~carry~~ convey stormwater runoff to ~~the nearest practicable~~ disposal locations that maximize infiltration and minimize erosion, and shall dissipate the energy or diffuse the flow prior to releasing the stormwater runoff off the site.

ED. Prevention of soil loss. Drainage facilities and systems shall prevent or minimize soil loss through the use of storm drain culverts (pipes), storm drain inlets and outlets, storm drain outfalls, energy dissipators, flow dispersion, check dams, rolling dips, critical dips, proper location and sizing of culverts, revegetation of exposed or disturbed slopes, minimizing cross drains through road outsloping, minimizing the use of artificial slopes, and other best management practices referenced or detailed in the ~~permit authority's~~ department's best management practices ~~guide~~ for construction grading and drainage.

Sec. ~~11.16.050~~ 11.14.050. Protection of ~~h~~ Human ~~r~~ Remains and ~~a~~ Archaeological ~~r~~ Resources.

~~In the event that~~Where human remains or archaeological resources are discovered during ~~construction~~ grading, ~~and~~ drainage ~~improvement, and vineyard and orchard site development~~, all work shall be halted in the vicinity of the find, the ~~permit authority~~director shall be notified, and the following shall occur before work may be resumed:

- A. Human remains. If human remains or suspected human remains are discovered, the permittee ~~or the property owner~~ shall notify the county coroner and comply with all state law requirements, including Health and Safety Code section 7050.5 and Public Resources Code section 5097.98, to ensure proper disposition of the human remains or suspected human remains, including those identified to be Native American remains.
- B. Archaeological resources. If archaeological resources or suspected archaeological resources are discovered, the ~~permit authority~~director shall notify the State Historic Preservation Officer and the Northwest Information Center at Sonoma State University, and the permittee ~~or the property owner~~ shall retain a qualified archeologist to evaluate the find to ensure proper disposition of the archaeological resources or suspected archaeological resources. All costs associated with the evaluation and mitigation of the find shall be the responsibility of the permittee ~~or the property owner~~. The ~~permit authority~~director shall provide notice of the find to any tribes that have been identified as having cultural ties and affiliation with the geographic area in which the archaeological resources or suspected archaeological resources were discovered, if the tribe or tribes have requested notice and provided a contact person and current address to which the notice is to be sent. The ~~permit authority~~director may consult with and solicit comments from notified tribes to aid in the evaluation, protection, and proper disposition of the archaeological resources or suspected archaeological resources. The need for confidentiality of information concerning the archaeological resources or suspected archaeological resources shall be recognized by all parties. For the purposes of this section, archaeological resources include historic or prehistoric ruins, burial grounds, pottery, arrowheads, midden, or culturally modified soil deposits. Artifacts associated with prehistoric ruins include humanly modified stone, shell, bone, or other cultural materials such as charcoal, ash, and burned rock indicative of food procurement or processing activities. Prehistoric domestic features include hearths, fire pits, or floor depressions; mortuary features are typically represented by human skeletal remains.

Sec. ~~11.16.060~~11.14.060. Protection of ~~w~~Watercourses.

~~Construction~~ Ggrading, ~~and~~ drainage ~~improvement, and vineyard and orchard site development~~ within, adjacent to, or involving the alteration of watercourses shall comply with the provisions of Article II (Water Clarity) of Chapter 23 of this code, any necessary state and federal permits, approvals, or authorizations, and the following requirements.

- A. Flood carrying capacity. The flood carrying capacity of any altered or relocated portion of a watercourse shall be maintained.

- B. Obstruction of watercourses. Watercourses shall not be obstructed unless an alternate drainage ~~facilities~~facility complying with Section ~~11.16.030~~11.14.040.B ~~are~~is installed.
- C. Fills within watercourses. Fills placed within watercourses shall ~~comply with Section 11.16.140~~have protection against erosion.
- D. Streams in closed conduits. Except for stream crossings, streams shall not be placed in closed conduits. Stream crossings shall be limited to the minimum width necessary to cross the stream.
- E. Heavy equipment. Heavy equipment shall not cross or disturb channels of actively flowing streams ~~without~~unless best management practices referenced or detailed in the ~~permit authority's~~department's best management practices ~~guide~~for construction grading and drainage ~~are~~ in place.
- EF. Materials storage. ~~Excavated m~~Materials and soil amendment and fertilizing ~~materials that could contribute to pollution~~ shall not be deposited or stored in or adjacent to a watercourse ~~where they can be washed away by high water or storm runoff.~~

Sec. ~~11.16.070~~11.14.070. - Removal of ~~t~~Trees and ~~o~~Other ~~v~~Vegetation.

~~Construction G~~grading, ~~and~~ drainage ~~improvement, and vineyard and orchard site development~~ shall not remove or disturb trees and other vegetation except in compliance with the ~~permit authority's~~department's best management practices ~~guide~~for construction grading and drainage and the approved plans and specifications. ~~Construction G~~grading, ~~and~~ drainage ~~improvement, and vineyard and orchard site development~~ shall be conducted in compliance with the following requirements.

- A. The limits of ~~grading, drainage improvement, and vineyard or orchard site development~~work-related ground disturbance shall be clearly identified and delineated on the approved plans and specifications and defined and marked on the site to prevent damage to surrounding trees and other vegetation.
- B. Trees and other vegetation within the limits of ~~grading, drainage improvement, or vineyard or orchard site development~~work-related ground disturbance that are to be retained shall be identified and protected from damage by marking, fencing, or other measures.

~~Removal or disturbance of trees and other vegetation for grading, drainage improvement, and vineyard and orchard site development are also subject to the requirements of Section 11.16.170. Removal of trees for vineyard and orchard site development for vineyard and orchard planting is also subject to the prohibitions in Section 11.18.040.~~

Sec. ~~11.16.080~~11.14.080. - Revegetation.

~~Construction~~ ~~grading, and drainage improvement, and vineyard and orchard site development~~ shall replant disturbed surfaces in compliance with the approved plans and specifications and the following requirements.

- A. ~~Preparation for revegetation~~ Topsoil. Topsoil removed ~~from the surface~~ in preparation for ~~construction~~ grading, and drainage improvement, and vineyard and orchard site development shall be stored on or near the site and protected to prevent soil loss while the work is underway. Topsoil shall not be stored on top of root systems of trees intended to be preserved. Topsoil shall be restored to disturbed surfaces prior to revegetation.
- B. Methods of revegetation. Mulching, seeding, planting of groundcover, shrubs, or trees, or other suitable stabilization measures shall be used to protect ~~exposed soil~~ disturbed surfaces to minimize soil loss, and to maximize slope stability. Use of drought-tolerant, fire resistant native plant species is encouraged; use of invasive plant species ~~identified in the permit authority's best management practices guide~~ is prohibited.
- C. Timing of ~~temporary~~ revegetation measures. ~~Temporary~~ Revegetation shall be installed as soon as practical after vegetation removal, but in all cases prior to: final inspection.
 - 1. ~~October 1 for all construction grading and construction drainage improvement;~~
 - 2. ~~October 15 for all agricultural grading, agricultural drainage improvement, and initial vineyard and orchard site development work for vineyard and orchard planting; and~~
 - 3. ~~November 15 for all initial vineyard and orchard site development work for vineyard and orchard replanting.~~
- D. ~~Timing of permanent revegetation measures. Permanent revegetation or landscaping shall be installed prior to final inspection.~~

~~Sec. 11.16.090. Setbacks for areas of slope instability.~~

~~Where tree removal is involved, vineyard and orchard site development for vineyard and orchard planting shall be set back from areas of slope instability in compliance with the requirements in Table 11-5. Trees and other vegetation shall be retained in setback areas in compliance with the permit authority's best management practices guide. Vegetative filter strips may be installed in setback areas in compliance with the permit authority's best management practices guide. Grassy avenues and turnarounds for vineyards and orchards may be located within vegetative filter strips in compliance with the permit authority's best management practices guide.~~

~~Table 11-5—Area of Slope Instability Setback Requirements~~

Location	Setback

Below and lateral to area of slope instability	50 feet from the delineated edge, unless an engineering geologist recommends a different setback
Above area of slope instability	100 feet from the delineated edge, unless an engineering geologist recommends a different setback

Sec. ~~11.16.100~~11.14.090. – Setbacks for Lakes, and ponds, and Reservoirs

~~Construction G~~grading and vineyard and orchard site development shall be set back 50 feet from the high water mark of lakes, and ponds, in compliance with the requirements in ~~Table 11-6~~and reservoirs, unless ~~stricter requirements are established in a~~ greater setback is required by the general plan, local coastal plan, or zoning code. ~~Trees and other vegetation shall be retained in setback areas in compliance with the permit authority’s best management practices guide. Vegetative filter strips may be installed in setback areas in compliance with the permit authority’s best management practices guide. Grassy avenues and turnarounds for agricultural crops may be located within vegetative filter strips in compliance with the permit authority’s best management practices guide. This~~The setback requirements in this section shall not apply to construction grading for construction drainage facilities; trails; public projects; resource conservation, restoration, or enhancement projects; or lake, ~~or~~ pond, or reservoir maintenance.

Table 11-6 – Lake and Pond Setback Requirements

Type of Water Body	Setback
Lake	50 feet from the high water mark, unless the area slopes away from the lake and the grading or vineyard or orchard site development will not compromise the structural integrity of the lake.
Pond	50 feet from the high water mark, unless the area slopes away from the pond and the grading or vineyard or orchard site development will not compromise the structural integrity of the pond.

Sec. 11.16.110. – Setbacks for ridgetops

~~Where tree removal is involved, vineyard and orchard site development for vineyard and orchard planting on ridgetops shall be set back 50 feet from the delineated slope break of descending natural slopes steeper than 50 percent for more than 50 feet in slope length. Trees and other vegetation shall be retained in setback areas in compliance with the permit authority’s best management practices guide. Vegetative filter strips may be installed in setback areas in compliance with the permit authority’s best management practices guide. Grassy avenues and turnarounds for vineyards and orchards may be located within vegetative filter strips in compliance with the permit authority’s best management practices guide.~~

Sec. ~~11.16.120~~11.14.100. - Setbacks for sStreams.

~~Construction Ggrading and vineyard and orchard site development shall be set back 25 feet from the top of the higher bank of streams in compliance with the requirements in Table 11-7, unless stricter requirements are established in a greater setback is required by the general plan, local coastal plan, or zoning code. Trees and other vegetation shall be retained in setback areas in compliance with the permit authority's best management practices guide. Vegetative filter strips may be installed in setback areas in compliance with the permit authority's best management practices guide. Grassy avenues and turnarounds for agricultural crops may be located within vegetative filter strips in compliance with the permit authority's best management practices guide. The setback requirements in Table 11-7this section shall not apply to construction grading for bridges, stream crossings; and approaches; dams and reservoirs; construction drainage facilities; trails; public projects; resource conservation, restoration, or enhancement projects; or stream bank restoration or stabilization.~~

Table 11-7--Stream Setback Requirements

~~Grading and Vineyard and Orchard Site Development for Vineyard and Orchard Planting~~

Type of Stream	Soils on Planting Area	Natural Slope of Planting Area	Setback
Designated Stream	No highly erodible soils	Slope is no steeper than 15 percent	25 feet from the top of bank
Designated Stream	No highly erodible soils	Slope is steeper than 15 percent	50 feet from the top of bank
Designated Stream	Any highly erodible soils	Slope is no steeper than 10 percent	25 feet from the top of bank
Designated Stream	Any highly erodible soils	Slope is steeper than 10 percent	50 feet from the top of bank
Undesignated Stream	Not applicable	Not applicable	25 feet from the top of bank

~~Vineyard and Orchard Site Development for Vineyard and Orchard Replanting~~

Type of Stream	Soils on Replanting Area	Natural Slope of Replanting Area	Setback
Designated stream	Not applicable	Not applicable	

			25 feet from the top of bank
Undesignated stream	Not applicable	Not applicable	25 feet from the top of bank

Sec. ~~11.16.13~~11.14.110. - Setbacks for ~~w~~Wetlands.

~~Construction Grading, drainage improvement, and vineyard and orchard site development shall be set back from wetlands in compliance with the requirements in Table 11-811-4, unless stricter requirements are established in a greater setback is required by the general plan, local coastal plan, or zoning code. Trees and other vegetation shall be retained in setback areas in compliance with the permit authority's best management practices guide. Vegetative filter strips may be installed in setback areas in compliance with the permit authority's best management practices guide. Grassy avenues and turnarounds for agricultural crops may be located within vegetative filter strips in compliance with the permit authority's best management practices guide. The setback requirements in this section shall not apply where all necessary state and federal permits, approvals, or authorizations to fill the wetlands are obtained.~~

Table ~~11-811-4~~ - Wetlands Setback Requirements

Type of Wetlands	Setback
Designated w <u>Designated in the zoning code</u>	100 feet from the delineated edges <u>wetland boundary</u>
Undesignated <u>All other</u> wetlands	50 feet from the delineated edges <u>assessed wetland boundary</u> , unless at <u>the</u> wetlands biologist <u>assessment</u> recommends a different setback

Sec. ~~11.16.14~~11.14.120. - Soil and other pollutant discharges.

~~Grading, drainage improvement, and vineyard and orchard site development shall be designed and conducted in compliance with the following requirements.~~

- A. During the work. ~~Construction grading and drainage shall prevent or control~~ Soil and other pollutant discharges shall be prevented or controlled during the work through the use of best management practices ~~in compliance with~~ referenced or detailed in the permit authority's department's best management practices guide ~~for construction grading and drainage.~~
- B. ~~Prior to final inspection~~ During qualifying rain events. Disturbed surfaces shall be ~~revegetated prior to final inspection as provided by Section 11.16.090, unless covered with impervious or other improved surfaces authorized by the approved plans and specifications, and permanent best management practices referenced or detailed in the~~

~~permit authority's best management practices guide shall be installed to control soil and other pollutant discharges~~Construction grading and drainage shall prevent or control soil and other pollutant discharges during qualifying rain events by implementing stormwater best management practices referenced or detailed in the department's best management practices for construction grading and drainage at least 48 hours prior to any qualifying rain event.

- C. Post-development. ~~Construction grading and drainage shall be designed to limit P~~post-development soil and other pollutant discharges shall not exceed pre-development discharges ~~in compliance with Section 11.16.030.B and the permit authority's levels in compliance with the department's best management practices guide for construction grading and drainage.~~

~~Sec. 11.16.150. -- Sprinkler frost protection systems.~~

~~Sprinkler frost protection systems shall be designed and installed in compliance with the permit authority's best management practices guide and the approved plans and specifications.~~

~~Sec. 11.16.160. -- Storm water best management practices.~~

~~Grading, drainage improvement, and vineyard and orchard site development shall be conducted in compliance with the following requirements:~~

- A. ~~Rainy season. During the rainy season, storm water best management practices referenced or detailed in the permit authority's best management practices guide shall be implemented and functional on the site at all times.~~
- B. ~~Non rainy season. During the non rainy season, on any day when the National Weather Service forecast is a chance of rain of 30 percent or greater within the next 24 hours, storm water best management practices referenced or detailed in the permit authority's best management practices guide shall be implemented and functional on the site if necessary to prevent soil and other pollutant discharges.~~

~~Sec. 11.16.170~~11.14.130. - Work during the rainy season.

~~Construction G~~grading, and drainage improvement, and vineyard and orchard site development shall only be conducted in compliance with the following requirements~~permitted~~ during the rainy season ~~(the period from October 1 through April 30).~~

- A. ~~Construction grading and construction drainage improvement. Construction grading and construction drainage improvement shall be permitted during the rainy season only when on-site soil conditions permit the work to be performed in compliance with this article and the storm water~~department's best management practices required by Section 11.16.160 are maintained for construction grading and drainage, and the stormwater best management practices required by Section 11.14.120.B are implemented, if applicable. The area of erodible land exposed at any

one time ~~during the work~~ shall not exceed 1 acre or 20 percent of the site, whichever is greater, and the time of exposure shall be minimized ~~to the maximum extent practicable~~.

~~B. Agricultural grading, agricultural drainage improvement, and vineyard and orchard site development.~~

- ~~1. Agricultural grading, agricultural drainage improvement, and initial vineyard and orchard site development work for vineyard and orchard planting shall not be permitted during the rainy season, except between October 1 and October 15 and between April 1 and April 30, and only when on-site soil conditions permit the work to be performed in compliance with this article and the storm water best management practices required by Section 11.16.160 are maintained.~~
- ~~2. Initial vineyard and orchard site development work for vineyard and orchard replanting shall not be permitted during the rainy season, except between October 1 and November 15 and between April 1 and April 30, and only when on-site soil conditions permit the work to be performed in compliance with this article and the storm water best management practices required by Section 11.16.160 are maintained.~~
- ~~3. Final vineyard and orchard site development work for vineyard and orchard planting and replanting shall be permitted during the rainy season only when on-site soil conditions permit the work to be performed in compliance with this article and the storm water best management practices required by Section 11.16.160 are maintained.~~

Article 18. -- Prohibited Activities.

Sec. 11.18.010. -- Purpose.

~~This article establishes prohibitions against certain agricultural grading and vineyard and orchard site development.~~

Sec. 11.18.020. -- Prohibited agricultural grading.

~~Natural slopes greater than 50 percent. Agricultural grading to prepare new land for agricultural crop production shall be prohibited on natural slopes steeper than 50 percent.~~

Sec. 11.18.030. -- Prohibited vineyard and orchard site development.

~~Vineyard and orchard site development for vineyard and orchard planting shall be prohibited on natural slopes steeper than 50 percent.~~

Sec. 11.18.040. -- Prohibited removal of trees for vineyard and orchard site development.

~~Removal of trees for vineyard and orchard site development for vineyard and orchard planting shall be prohibited on natural slopes steeper than 40 percent with cohesionless soils, and on areas of slope instability unless the area is repaired in compliance with this chapter.~~

Article ~~2016.~~ – Appeals and Direct Review.

Sec. ~~11.20.010~~11.16.010. – Purpose.

This article establishes procedures for the appeal and review and direct review of certain decisions of the ~~permit authority on discretionary permit applications~~director.

Sec. 11.16.020. – Appeal and Direct Review Subjects and Jurisdiction.

Decisions of the director on discretionary projects may be appealed to and/or directly reviewed by the board of supervisors. All other decisions of the director under this chapter shall be final, subject only to judicial review.

Sec. ~~11.20.020~~11.16.030. – Filing and Processing of Appeals.

- A. ~~Appeal subjects and jurisdiction. A decision of the permit authority approving or denying a discretionary permit application may be appealed to the board of supervisors.~~
- B. ~~Eligibility.~~ Eligibility. An appeal in compliance with this article may be filed by any interested person.
- ~~C.~~ B. Timing and form of appeal. An appeal shall be submitted in writing and filed with the ~~permit authority~~department on a county appeal form within 10 calendar days following the decision that is the subject of the appeal. The appeal shall specifically state the pertinent facts and the basis for the appeal, and shall be accompanied by the required filing fee.
- ~~D.~~ C. Effect of filing appeal. The filing of an appeal in compliance with this article shall stay the effective date of the decision that is the subject of the appeal until the board of supervisors has acted upon the appeal.
- ~~E.~~ D. Report and scheduling of hearing. When an appeal has been filed, the ~~permit authority~~director shall prepare a report on the matter, and schedule the matter for a public hearing by the board of supervisors. The hearing shall be de novo. Notice of the hearing shall be provided, and the hearing shall be conducted, in compliance with Article ~~2218.~~
- ~~F.~~ E. Decision. At the hearing on the appeal, the board of supervisors may consider any issue involving the matter that is the subject of the appeal, in addition to the specific grounds for the appeal. After the hearing, the board of supervisors may affirm, affirm in part, modify, or reverse the decision that is the subject of the appeal.

~~GE.~~ Effective date of appeal decision. A decision by the board of supervisors on an appeal is final and shall be effective on the date of the decision.

~~HG.~~ Withdrawal of appeal. After filing, an appeal may not be withdrawn except with the consent of the board of supervisors.

Sec. ~~11.20.030~~11.16.040. – Board ~~d~~Direct ~~r~~Review.

~~This Section provides procedures for the board of supervisors, upon its own initiative, to review the decisions of the permit authority on discretionary permit applications.~~

- A. Request for direct review. Any member of the board of supervisors may request the board of supervisors, upon its own initiative, to review ~~at~~the decision of the ~~permit authority approving or denying~~director on a discretionary ~~permit application~~project.
- B. Timing and form of request for direct review. A request for direct review shall be made orally at a board of supervisors meeting, or filed in writing or by e-mail with the clerk of the board of supervisors, before the expiration of the appeal period for the decision that is the subject of the request. A request for direct review need not state the reasons for the request. A request for direct review shall not be deemed to be an allegation of any flaw in or a pre-judgment of the decision of the ~~permit authority~~director.
- C. Effect of request for direct review. A request for direct review shall stay the effective date of the decision that is the subject of the request until the board of supervisors takes action in compliance with Subsection D, below, and, if applicable, until the board of supervisors takes action in compliance with Subsection F, below. The stay shall not extend the time for filing an appeal of the decision that is the subject of the request.
- D. Consideration of request for direct review. A request for direct review shall be considered by the board of supervisors at a public meeting.
 - 1. If the board of supervisors approves the request for direct review, the board of supervisors shall assume jurisdiction over the matter and take action in compliance with Subsection F.
 - 2. If the board of supervisors denies the request for direct review, the decision of the ~~permit authority~~director shall stand, unless an appeal of the decision was timely filed in compliance with this article.
- E. Report and scheduling of hearing. When a request for direct review has been approved, the ~~permit authority~~director shall prepare a report on the matter, and schedule the matter for a public hearing by the board of supervisors. The hearing shall be de novo. Notice of the hearing shall be provided, and the hearing conducted, in compliance with Article ~~22~~18. Any interested person may appear and be heard at the hearing.

- F. Decision. At the hearing on the direct review, the board of supervisors may consider any issue involving the matter that is the subject of the direct review. After the hearing, the board of supervisors may affirm, affirm in part, modify, or reverse the decision of the permit authority that is the subject of the direct review.
- G. Effective date of direct review decision. A decision by the board of supervisors on a direct review is final and shall be effective on the date of the decision.
- H. Participation by initiator of request for direct review. Any member of the board of supervisors who initiates a request for direct review may fully participate in determining whether to approve the request and, if the request is approved, in hearing and deciding upon the matter, including the right to vote, unless actual bias or prejudice is otherwise shown.
- I. Withdrawal of request for direct review. After filing, a request for direct review may not be withdrawn except with the consent of the board of supervisors.

Sec. ~~11.20.040~~11.16.050. - Simultaneous ~~a~~App~~eal~~eal and ~~d~~Direct ~~r~~Review.

When ~~at~~the decision of the ~~permit authority approving or denying~~director on a discretionary permit ~~application~~project is both appealed and jurisdiction is taken by the board of supervisors through direct review, both the appeal and the direct review shall be heard and considered concurrently.

Article ~~22~~18. - Public Hearings.

Sec. ~~11.22.010~~11.18.010. – Purpose.

This article provides procedures for public hearings by the board of supervisors required by this chapter. When a public hearing is required, advance notice of the hearing shall be given, and the hearing shall be conducted, in compliance with this article.

Sec. ~~11.22.020~~11.18.020. - Notice of ~~h~~Hearing.

When this chapter requires a public hearing by the board of supervisors before a decision on a matter, the public shall be provided notice of the hearing in compliance with Government Code sections 65090, 65091, and 65094, and Public Resources Code section 21000 et seq. The failure of any person or entity to receive notice given pursuant to this section shall not constitute grounds for any court to invalidate the actions of the board of supervisors, provided that there has been substantial compliance with the requirements of this section.

Sec. ~~11.22.030~~11.18.030. - Hearing ~~p~~Procedures.

- A. Date, Time, and place of hearing. A hearing by the board of supervisors shall be held at the date, time, and place for which notice was given.

- B. Continued hearing. Any hearing may be continued from time to time without further notice; provided the chairperson of the board of supervisors announces the date, time, and place to which the hearing will be continued prior to the adjournment or recess of the hearing.
- C. Deferral of final decision. The board of supervisors may announce a tentative decision and defer its action on a final decision until appropriate findings or conditions of approval have been prepared.

Sec. ~~11.22.040~~11.18.040. – Decision.

The board of supervisors may announce and record its decision on the matter being considered at the conclusion of a scheduled hearing, or may defer action and continue the matter to a later meeting in compliance with Section ~~11.22.030~~11.18.030.

Article ~~2420~~. - Enforcement.

Sec. ~~11.24.010~~11.20.010. - Purpose.

This article establishes provisions that are intended to ensure compliance with the requirements of this chapter and permits issued pursuant to this chapter, and ~~are provide~~ for the protection of the public health, safety, and welfare of the county.

Sec. 11.20.020. – Decisions in Compliance with Chapter.

All departments, officials, and employees of the county assigned the authority or duty to issue permits shall comply with the provisions of this chapter.

- A. Permits in conflict with chapter. Permits for activities that would be in conflict with the provisions of this chapter shall not be issued.
- B. Permits deemed void. Any permit for an activity issued in conflict with the provisions of this chapter, or in error, shall be void and of no effect.
- C. County may refuse to issue permits. The county may refuse to issue any permit sought pursuant to this chapter for an activity where the property upon which the activity is proposed is in violation of this code.

Sec. ~~11.24.020~~11.20.030. - Enforcement ~~r~~Responsibility.

The ~~permit authority~~director shall be responsible for enforcing the provisions of this chapter; and ~~may~~permits issued pursuant to this chapter. The director may initiate proceedings to suspend, revoke, or modify permits issued pursuant to this chapter, act as enforcing officer for the purposes of exercising the authority provided in Sections 1-7.1, 1-7.3, and 1-7.6 of this code, and issue correction notices, notices of violation, stop work orders, hazard abatement notices, and citations for any violations of this chapter or ~~of~~ any permit issued pursuant to this chapter.

Sec. ~~11.24.030~~11.20.040. – ~~Permits in conflict with chapter deemed void~~Administrative Enforcement Action.

~~Any permit issued in conflict with the provisions of this chapter shall be void and of no effect~~Where the director determines that an activity has been or is being performed in violation of the provisions of this chapter or any permit issued pursuant to this chapter, the director may initiate an administrative enforcement action pursuant to Section 1-7.3 of this code and seek the imposition of civil penalties and costs, including attorney's fees.

Sec. ~~11.24.040~~11.20.050. – ~~Violations~~of chapter.

- A. Violation of provisions. Any activity performed contrary to the provisions of this chapter is hereby declared to be unlawful, shall constitute a violation of this chapter and a public nuisance.
- B. Violation of permit requirement. The violation of any requirement of a permit issued pursuant to this chapter shall constitute a violation of this chapter and a public nuisance.

Sec. ~~11.24.050~~11.20.060. – ~~Misdemeanor~~Legal Remedies.

The county may undertake any of the following legal actions to correct and/or abate any violation(s) of this chapter or any permit issued pursuant to this chapter.

- A. Inspection warrants. The county counsel may apply to the court for an inspection warrant to enter upon and inspect property and/or collect samples.
- B. Civil actions. The county counsel may apply to the court for injunctive relief, abatement, civil penalties and costs, and any other remedies available under law.
- C. Criminal actions and penalties.
 - 1. Any person, whether as principal, agent, employee, or otherwise, violating or causing the violation of any provision(s) of this chapter or any permit issued pursuant to this chapter shall be guilty of a misdemeanor, and upon conviction thereof shall be punishable in compliance with Section 1-7 of this code.
 - 2. Each and every day during any portion of which any violation(s) of this chapter or any permit issued pursuant to this chapter is committed, continued, or allowed to continue by the person shall be deemed a separate offense.
- D. Citations.
 - 1. Any person violating or causing the violation of any provision(s) of this chapter or any permit issued pursuant to this chapter may be issued an administrative citation by the director.

2. Any person issued an administrative citation shall be liable for and shall remit payment of any fine(s) assessed in connection with the citation in compliance with Section 1-7.6 of this code.

3. Any person issued an administrative citation may appeal the citation to a hearing officer in compliance with Section 1-7.6 of this code.

Sec. ~~11.24.060~~11.20.070. – Stop ~~w~~Work ~~o~~Orders.

- A. Issuance of stop work order. Any activity performed in violation of the provisions of this chapter or any permit issued pursuant to this chapter shall be subject to the issuance of a stop work order.
- B. Violation of stop work order. Any violation of a stop work order shall constitute a misdemeanor and a public nuisance, and shall be subject to the remedies and penalties established by this article and this code.

Sec. ~~11.24.070~~11.20.080. - Hazard ~~a~~Abatement.

- A. Issuance of hazard abatement notice. Whenever the ~~permit authority~~director determines that any existing excavation, embankment, or fill on private property has become a hazard to public safety, endangers property, or adversely affects the safety, use, or stability of adjacent property, an overhead or underground utility, or a public way or watercourse, or could adversely affect the water quality of any watercourse or water body, the ~~permit authority~~director shall issue a hazard abatement notice to the owner or other person in control of the property advising of the problem. Upon receipt of the hazard abatement notice, the owner or other person in control of the property shall, within the time specified in the notice, eliminate the hazard and conform ~~with~~to the requirements of this chapter.
- B. Violation of hazard abatement notice. Any violation of a hazard abatement notice shall constitute a misdemeanor and a public nuisance, and shall be subject to the remedies and penalties ~~established~~authorized by this ~~code~~chapter.

Sec. ~~11.24.080~~11.20.090. – Suspension, ~~or~~ Revocation, ~~or~~ modification.

~~A. Permit authority action. Any permit issued pursuant to this chapter may be suspended, revoked, or modified by the permit authority.~~ The director may suspend or revoke a permit issued pursuant to this chapter if the permit authority ~~director~~ determines any of the following:

- 1A. Circumstances under which the permit was ~~granted~~issued have changed and the public health, safety, and welfare require the suspension, or revocation, ~~or~~ modification;

- ~~2B.~~ The permit was ~~granted, in whole or in part, issued~~ on the basis of a ~~misrepresentation or omission of a material statement in the permit application~~inaccurate or incomplete information; or
- ~~3C.~~ One or more of the ~~conditions~~requirements of the ~~original~~ permit have not been substantially fulfilled or have been violated.

~~B. — Effect of revocation. The revocation of any permit issued pursuant to this chapter shall have the effect of terminating the permit and denying the privileges granted by the permit.~~

Sec. 11.20.100. – Remedies are Cumulative.

- A. Cumulative, not exclusive. All remedies contained in this chapter for the handling of violations or enforcement of the provisions of this chapter or any permit issued pursuant to this chapter shall be cumulative and in addition to any other remedies available under law.
- B. Other remedies. Should a person be found guilty and convicted of a misdemeanor for the violation of any provision(s) of this chapter or any permit issued pursuant to this chapter, the conviction shall not prevent the county from pursuing any other remedies available under law to correct the violation(s).

Sec. 11.24.090. — Enforcement action.

~~When the permit authority determines that an activity is being performed in violation of this chapter, the permit authority may initiate an enforcement action pursuant to Section 1-7.3 of this code and seek the imposition of civil penalties pursuant to Section 1-7.1 of this code.~~

Sec. 11.24.100. — Remedies not exclusive.

~~The remedies identified in this chapter are in addition to and do not supersede or limit any and all other remedies, civil or criminal. The remedies provided in this chapter shall be cumulative and not exclusive.~~

Sec. ~~11.24.110~~11.20.110. – Additional ~~p~~Permit ~~p~~Processing ~~f~~Fees.

Any person who performs any activity requiring a permit under this chapter without first obtaining the required permit shall pay the ~~additional~~ permit processing fees ~~established by the county's fee schedule~~required for the correction of the violation(s), and any applicable civil penalties and costs, including attorney's fees, before being granted a permit for the activity.

11.20.120. – Reinspection Fees.

- A. A reinspection fee shall be imposed on any person who receives a correction notice, notice of violation, or stop work order requiring a follow-up inspection(s).

1. The fee shall not apply to the original inspection to document the violation(s) or to the first scheduled compliance inspection made after the issuance of the correction notice, notice of violation, or stop work order; and
 2. The fee shall apply to each subsequent inspection or reinspection conducted when the particular violation for which the inspection or reinspection is scheduled is not fully abated or corrected as directed by, and within the time and manner specified in, the correction notice, notice of violation, or stop work order.
- B. The reinspection fee is intended to compensate for the actual cost of providing county inspections or reinspections, and is not a penalty for violating this chapter, any permit issued pursuant to this chapter, or this code.
- C. Any reinspection fees imposed shall be separate and apart from any fines or penalties imposed for violation of this chapter, any permit issued pursuant to this chapter, or this code, or costs incurred by the county for the abatement of a public nuisance.

Article ~~2622~~. - Glossary.

Sec. ~~11.26.010~~11.22.010. - Purpose.

This article provides definitions of terms and phrases used in this chapter that are technical or specialized, or that may not reflect common usage. If any of the definitions in this article conflict with definitions in other provisions of this code, these definitions shall control for the purposes of this chapter. If a word is not defined in this article, or in other provisions of this code, the ~~permit authority~~director shall determine the correct definition.

Sec. ~~11.26.020~~11.22.020. - Definitions of ~~s~~Specialized ~~t~~Terms and ~~p~~Phrases.

As used in this chapter, the following terms and phrases shall have the meanings ascribed to them in this section, unless the context in which they are used clearly requires otherwise. The definition of a term or phrase applies to any of that term's or phrase's variants.

~~**Agricultural Commissioner.** The agricultural commissioner sealer of the county or his or her authorized representative.~~

~~**Agricultural Crop.** Any cultivated crop grown and harvested for commercial purposes. As used in this chapter, aAgricultural crop does not include trees regulated by the Z'Berg-Nejedly Forest Practice Act of 1973, Public Resources Code section 4511 et seq.~~

~~**Agricultural Cultivation.** The act of preparing the soil for the raising of agricultural crops.~~

~~**Agricultural Drainage Improvement.** Drainage improvement for agricultural cultivation.~~

~~**Agricultural Exemption Permit.** See Section ~~7-7~~ of this code.~~

Agricultural Drainage. Any drainage alteration to prepare new cropland or maintain existing cropland. Agricultural drainage does not include drainage alteration for roads, dams, reservoirs, lakes, ponds, or structures. Agricultural drainage is regulated under Chapter 36 of this code.

Agricultural Grading. Any grading ~~for agricultural cultivation to prepare new cropland or maintain existing cropland. As used in this chapter, a~~ agricultural grading does not include grading for roads, dams, reservoirs, lakes, ponds, or ~~pads for~~ structures. Agricultural grading is regulated under Chapter 36 of this code.

Approved Plans and Specifications. Plans and specifications, including reports, material lists, estimates, maintenance agreements, and professional recommendations, approved by the ~~permit authority~~director pursuant to this chapter.

Architect. An individual licensed by the state to practice architecture and to use the title, architect.

~~**Area of Slope Instability.** An area of soil or rock prone to mass wasting, including slides, falls, slumps, and flows.~~

As-Built Plans. Plans or drawings that depict the final installed configuration of construction grading, or drainage improvement, or vineyard or orchard site development (whether physical or functional). The plans or drawings shall indicate any construction deviations and show all features as actually built. The plans or drawings are intended to provide a permanent record of as-built conditions and aid as key references for future maintenance processes.

Assessed Wetland Boundary. The estimated edge of a wetland identified by a wetland assessment.

Best Management Practice. A program, technology, process, siting criteria, operational method, or engineered system which when implemented prevents, controls, removes, or reduces pollution or other adverse environmental effects.

Building Permit. See Section 7-5 of this code.

California Division of Safety of Dams. The Division of Safety of Dams in the California Department of Water Resources.

California Environmental Quality Act ~~(CEQA).~~ ~~The California Environmental Quality Act,~~ Public Resources Code section 21000 et seq.

Civil Engineer. An individual registered by the state to practice civil engineering and to use the title, civil engineer.

Coastal Zone. The portions of the county within the California Coastal Zone, ~~established by the California Coastal Act of 1976, and~~ as defined by Public Resources Code section 30103, ~~within the county.~~

~~**Cohesionless Soils.** Soils that depend on friction between soil particles for their strength and are weakened when saturated.~~

Compaction. The densification of a fill by mechanical means.

~~**Construction Drainage Improvement.** Any drainage improvement except agricultural drainage improvement.~~

Construction Drainage. Any drainage alteration except drainage alteration undertaken as part of agricultural drainage.

Construction Drainage Permit. See Section 11.06.010.

Construction Grading. Any grading except agricultural grading.

Construction Grading Permit. See Section 11.04.010.

County Land Use Approval. A discretionary permit or approval granted by the county pursuant to Chapter 25, 26, or 26C of this code.

Cropland. Land devoted to the production of agricultural crops.

Cut. See excavation.

Dam. Any artificial barrier, together with appurtenant works, ~~that~~which does or may impound or divert water.

Delineated Wetland Boundary. The precise edge of a wetland identified by a wetland delineation study.

Demolition Permit. See Section 7-5 of this code.

Department. The Permit and Resource Management Department of the county (Permit Sonoma).

Department's Best Management Practices for Construction Grading and Drainage. The compilation of best management practices adopted or amended by the director pursuant to Section 11.02.060.

~~**Designated Stream.** A river or stream designated in the general plan, local coastal plan, or zoning code.~~

~~**Designated Watershed or Sub-Watershed.** A watershed or sub-watershed designated in the general plan.~~

~~**Designated Wetlands.** A wetlands designated in the general plan, local coastal plan, or zoning code.~~

~~**Director of Permit and Resource Management.** The director of the permit and resource management department of the county or his or her authorized representative.~~

~~**Discretionary Permit Application Project.** A permit application that includes a request pursuant to Section ~~11.10.020.D~~ 11.08.030.D for relief from the standards in Article ~~16~~ 14.~~

~~**Drainage.** Refers to the collection, conveyance, containment, and/or discharge of stormwater runoff.~~

~~**Drainage Alteration.** Construction or modification of any drainage system.~~

~~**Drainage Facility.** A manmade feature intended to collect, direct, or convey storm water. Drainage facility includes swales, ditches, pipes, culverts, drainage inlets (catch basins), manholes, detention basins, reservoirs, and curb and gutter constructed component of a drainage system.~~

~~**Drainage System.** Constructed and/or natural features that work together to collect, convey, channel, hold, inhibit, retain, detain, infiltrate, divert, treat, or filter stormwater runoff, including detention and retention basins, overland flow paths, pipes, channels, and the inlets and outlets to these features.~~

~~**Driveway.** A vehicular access that serves no more than two residential buildings, containing no more than three dwelling units, and any number of accessory buildings on a single parcel.~~

~~**Drainage Improvement.** The construction, installation, maintenance, repair, replacement, and modification of drainage facilities.~~

~~**Drainage Permit.** See Section 11.06.010.~~

Earth Material. Any rock or natural soil or combination thereof.

Embankment. A fill consisting of a deposit of soil, rock, or other materials mechanically placed.

~~**Embankment Reservoir.** An off stream reservoir that utilizes embankments on all sides to impound water.~~

Encroachment Permit. See Section 15-8 of this code.

Engineering Geologist. A professional geologist certified by the state as an engineering geologist.

Excavation. The removal of earth material by artificial means, also referred to as a cut.

~~**FEMA.** The Federal Emergency Management Agency in the U.S. Department of Homeland Security.~~

Fill. The deposition of earth material by artificial means. ~~As used in this chapter, f~~Fill does not include soil amendment and fertilizing materials.

~~**Final Orchard Site Development Work.** Any mowing or tilling, laying out of tree rows, construction of temporary drainage facilities, installation of aboveground portions of irrigation systems, frost protection systems, or other orchard infrastructure, planting of orchard trees, or other work undertaken as part of the final phase of orchard planting or replanting.~~

~~**Final Vineyard Site Development Work.** Any mowing or tilling, laying out of vine rows, construction of temporary drainage facilities, installation of aboveground portions of irrigation systems, frost protection systems, trellis systems, or other vineyard infrastructure, planting of grapevines, or other work undertaken as part of the final phase of vineyard planting or replanting.~~

Flood Control Design Criteria Manual. The Flood Control Design Criteria Manual for Waterways, Channels, and Closed Conduits, Sonoma County Water Agency, latest edition.

Flood-Prone Urban Area. The area within the boundaries defined on the north by River Road; on the west by the easterly boundary of the Laguna de Santa Rosa to its intersection with Highway 12 and continuing with the easterly limit of the city of Sebastopol to Highway 116; on the south by Highway 116 to its intersection with Old Redwood Highway then south to East Cotati Avenue and east to its intersection with Petaluma Hill Road; and on the east by Petaluma Hill Road, north to Highway 12 then west to Highway 101 and north to River Road.

~~**Frost Protection Water.** Water applied to a vineyard or orchard during a frost event to mitigate the effects of subfreezing temperatures.~~

General Plan. The Sonoma County General Plan.

Geologic Hazard. Slope instability, landsliding, fault displacement, liquefaction, flooding, subsidence, differential settlement, expansive soil, creeping soil, or other similar geologic condition, either mapped or observed in the field.

Geologic Hazard Area Combining District. See Article 70 of Chapter 26 and Article XXV of Chapter 26C of this code.

Grading. An excavation or fill or combination thereof. ~~As used in this chapter, g~~Grading does not include routine farming practices, such as ~~ripping, disking, plowing, harrowing, tilling, land planing no greater than 3 feet in depth~~soil preparation, planting, seeding, and other similar ~~practices~~activities.

Grading Area. The land area subject to construction grading.

~~**Grading Permit.** See Section 11.04.010.~~

Ground Disturbance. Any work, operation, or activity that results in the penetration or compaction of the ground, including land clearing, vegetation removal, grading, storage of supplies and equipment, use of hand tools, heavy equipment, and heavy trucks, and any other similar activities.

~~**Highly Erodible Soils.** Soils in the Diablo, Dibble, Goldridge, Laughlin, Los Osos, Steinbeck, and Suther soil series.~~

~~**Initial Orchard Site Development Work.** Any site clearing, ripping, disking, plowing, or other soil disturbance, construction of field roads or drainage facilities, installation of belowground portions of irrigation systems, frost protection systems, or other orchard infrastructure, or other work undertaken as part of the initial phase of orchard planting or replanting.~~

~~**Initial Vineyard Site Development Work.** Any site clearing, ripping, disking, plowing, or other soil disturbance, construction of field roads or drainage facilities, installation of belowground portions of irrigation systems, frost protection systems, or other vineyard infrastructure, or other work undertaken as part of the initial phase of vineyard planting or replanting.~~

Invasive Plant Species. Any plant species that is not native to an environment, and once introduced, establishes, quickly reproduces and spreads, and causes harm to the environment, economy, or human health. Examples of invasive plants include Himalayan blackberry (*Rubus armeniacus*), giant reed (*Arundo donax*), salt cedar (*Tamarix sp.*) and star thistle (*Centaurea solstitialis*).

Key. A compacted fill placed in a trench excavated in earth material beneath the toe of a slope.

Lake. A permanent natural body of water ~~of any size~~, or an artificially impounded body of water ~~having a surface area of, isolated from the sea, with~~ at least one acre, ~~isolated from the sea, and having an area~~ of open water of sufficient depth and permanency to prevent complete coverage by rooted aquatic plants. ~~As used in this chapter, lake does not include embankment reservoirs.~~

Land Clearing. The removal of trees, stumps, and other vegetation by any method.

Landscape Architect. An individual licensed by the state to practice landscape architecture and to use the title, landscape architect.

~~**Land Use Permit.** A discretionary permit or approval granted by the county pursuant to the zoning code to use a specific site for a particular purpose.~~

Licensed Professional. An architect, civil engineer, landscape architect, professional geologist, or registered professional forester.

Listed Species. Any plant or animal species protected by the federal Endangered Species Act of 1973 (16 U.S.C. § 1531 et seq.) or the state Fish and Game Code.

Local Coastal Plan. The Sonoma County Local Coastal Plan.

Ministerial Permit Application Project. ~~Any~~ permit application ~~except one~~ that **does not** includes a request pursuant to Section ~~11.10.020.D~~ 11.08.030.D for relief from the standards in Article ~~16~~14.

MS4 Permit. A Municipal Separate Storm Sewer Systems National Pollutant Discharge Elimination System Permit.

Natural Slope. The slope of the ground prior to any soil disturbance. Natural slope shall be determined by measuring the horizontal distance between adjacent contours on a USGS 7.5 minute quadrangle map or other topographic map acceptable to the county with a scale of not less than 1:24000 (1" = 2000') and contour intervals of not more than 20 feet, and then dividing the difference in elevation between the two contours by the measured horizontal distance. The horizontal distance shall be measured perpendicular to the contours.

~~**Non-rainy Season.** The period of the year during which there is not a substantial chance of rainfall. For the purposes of this chapter, the non-rainy season is defined as starting on May 1 and ending on September 30, inclusive, unless the permit authority establishes an earlier start date or later end date for the rainy season based on National Weather Service forecasts.~~

~~**Orchard.** A planting of orchard trees. Land devoted to the cultivation of such a planting.~~

~~**Orchard Planting.** Any planting of a new orchard, increasing the footprint of an existing orchard, or replanting of an existing orchard that does not qualify as an orchard replanting.~~

~~**Orchard Replanting.** Any replanting of an existing orchard where the orchard has been under active cultivation for the previous five years, no orchard trees are removed prior to the filing of a permit application for the replanting, and the footprint of the orchard does not increase.~~

~~**Orchard Site Development.** Any initial or final orchard site development work for an orchard planting or replanting.~~

~~**Orchard Tree.** Any fruit or nut bearing tree.~~

Permit Application. An application for a permit required by this chapter.

~~**Permit Authority.** The individual identified by Table 11-4 as having the responsibility and authority to review, and approve or deny the permit applications described in this chapter.~~

~~**Permit Authority's Best Management Practices Guide.** The best management practices guide or guides prepared or referenced by the permit authority for grading, drainage improvement, and~~

~~vineyard and orchard site development. The guide or guides shall reference or detail only fixed standards and objective measurements that do not require the exercise of discretion by the permit authority, and do not conflict with the provisions of this chapter.~~

Permit Holder. The owner or easement holder of the site. See Section 11.10.020.C.

Permittee. The ~~person to whom a grading, drainage, or VESCO permit is issued~~permit holder or an authorized agent of the permit holder.

Person. Any individual, firm, partnership, corporation, company, association, joint stock association; city, county, state, or district; ~~tribe, county, city, or district;~~ and includes any trustee, receiver, assignee, or other similar representative thereof.

Planting Area. ~~The land area subject to a vineyard or orchard planting.~~

Pit. An earthen excavation designed to store water.

Pond. A ~~still, freshwater body that is of still freshwater~~ smaller than a lake, ~~and often manmade artificially impounded.~~ ~~A pond can provide water for livestock, fish and wildlife, recreation, fire control, crop and orchard watering, and other related uses. As used in this chapter, pond does not include embankment reservoirs.~~

Professional Biologist. An individual possessing academic and professional experience in biological sciences and related resource management activities who is able to identify biotic resources and can recognize and is familiar with the habitats and behaviors of listed species that may be present in the county. The individual must have specialized skills and appropriate licenses/permits/certifications specific to the study being conducted (e.g., certification by the U.S. Army Corps of Engineers in wetland delineation for wetland assessments and wetland delineation studies).

Professional Geologist. An individual registered by the state to practice geology and to use the title, professional geologist.

Public Agency. Any state or federal agency, any city, county, or special district.

Qualifying Rain Event. Any weather pattern that is forecasted by the National Weather Service to have a 50 percent or greater chance of producing 0.5 inches or more precipitation on a site within a 48 hour or greater period between rain events.

Rain Event. Any weather pattern producing precipitation.

Rainy Season. The period of the year during which there is a substantial chance of ~~rainfall~~precipitation. For the purposes of this chapter, the rainy season is defined as starting on October 1 and ending on April 30, ~~inclusive, unless the permit authority establishes an earlier start date or later end date for the rainy season based on National Weather Service forecasts.~~

Registered Environmental Health Specialist. An individual registered by the state to practice as an environmental health specialist and to use the title, registered environmental health specialist.

Registered Professional Forester. An individual licensed by the state to practice forestry and to use the title, registered professional forester.

~~**Replanting Area.** The land area subject to a vineyard or orchard replanting.~~

~~**Reservoir.** An impounded body of water~~A water storage structure made by constructing a dam, embankment, or pit with an impermeable liner such as clay or synthetic material.

~~**Ridgetop.** A relatively flat topographic divide above divergent and descending slopes where one or more of the descending slopes has a natural slope steeper than 50 percent for more than 50 feet in slope length.~~

Road. Any public or private road.

Septic Permit. See Section 24-7 of this code.

Site. ~~All or part of a~~ parcel or adjoining parcels where construction grading, or drainage improvement, or vineyard or orchard site development subject to the provisions of this chapter is performed or permitted; considered a unit for the purposes of this chapter.

~~**Site Clearing.** Any removal of trees or other vegetation, including orchard trees and grapevines.~~

Slope. An inclined surface, the inclination of which is expressed as a ratio of horizontal distance to vertical distance (e.g., 2:1) or as a percentage (e.g., 50 percent).

Soil Amendment and Fertilizing Materials. Organic and in-organic substances applied to the existing soil to improve physical properties of the soil or increase available nutrients in the soil. ~~As used in this chapter, s~~Soil amendment and fertilizing materials include commercial fertilizers, agricultural minerals such as gypsum and lime, pumice, straw, and manure.

Soil Disturbance. Any alteration to the natural surface of the ground through the use of construction equipment, tractors, ~~and similar~~or other mechanized equipment.

Soil Loss. The wearing away of the ground surface as a result of the movement of wind, water, or ice.

Soils Engineer. A civil engineer experienced and knowledgeable in the practice of soils engineering.

Soil Preparation. Deep ripping, chisel plowing, field cultivating, disking, plowing, harrowing, cultipacking, rototilling, application of soil amendment and fertilizing materials, and other similar activities.

Soils Engineering. The application of the principles of soils mechanics in the investigation, evaluation, and design of civil works involving the use of earth materials and the inspection or testing of the construction thereof.

Soils Report. A soils report prepared by a soils engineer, which identifies the nature and distribution of existing soils; conclusions and recommendations for grading procedures; soil design criteria for any structures or embankments required to accomplish the proposed grading; and, where necessary, slope stability studies, and recommendations and conclusions regarding site geology.

Special Flood Hazard Area. Any area designated by the Federal Emergency Management Agency as subject to flooding by the 1 percent annual chance flood (100-year flood).

Spillway. An open channel conveyance for the passage of surplus water.

~~**Sprinkler.** Any over- or under-plant rotating sprinkler, over-plant targeted sprinkler, or under-plant microsprinkler.~~

~~**Sprinkler Frost Protection System.** Any system utilizing sprinklers to apply frost protection water to a vineyard or orchard.~~

State CEQA Guidelines. ~~The State CEQA Guidelines,~~ California Code of Regulations, title 14, section 15000 et seq.

~~**Storm Water.** Any storm water runoff, snow melt runoff, and surface runoff.~~

~~**Storm Water Best Management Practice.** See best management practice.~~

Stormwater Runoff. Surface runoff generated by a rain event.

Storm Water Low Impact Development Technical Design Manual. The Storm Water Low Impact Development Technical Design Manual, City of Santa Rosa and County of Sonoma, latest edition.

Stream. Any natural channel with bed and banks containing flowing water or showing evidence of having contained flowing water, ~~(e.g., such as~~ deposit of rock, sand, gravel, or soil). Stream includes creeks and rivers.

~~**Subdivision Approval.** Any discretionary approval granted by the county pursuant to Chapter 25 of this code or the Subdivision Map Act, Government Code section 66410 et seq.~~

Surface Runoff. Any water that flows over the land surface.

Terrace. A relatively level step constructed in the face of a graded slope for drainage and maintenance purposes.

Timber Operations. See Public Resources Code section 4527.

~~**Top of Bank.** The points in a cross section where the stream channel makes a transition to flood plain. Top of bank can be identified by a change in the slope of the land, a transition from terrestrial to riparian vegetation, and/or changes in the composition of substrate materials.~~

~~**Tree.** A woody perennial plant, typically large with a well defined stem carrying a definite crown, with a minimum diameter at breast height of five inches, and a minimum height of 15 feet.~~

~~**Tree Removal.** The removal of more than one half acre of tree canopy within the planting area.~~

~~**Tree Canopy.** The more or less continuous cover of branches formed by the crowns of adjacent trees other than orchard trees.~~

Tribe. A California Native American tribe that is on the contact list maintained by the Native American Heritage Commission.

~~**Undesignated Stream.** A stream not designated in the general plan, local coastal plan, or zoning code.~~

~~**Undesignated Wetlands.** A wetlands not designated in the general plan, local coastal plan, or zoning code.~~

USGS 7.5 Minute Quadrangle Map. The 7.5 minute series United States Geological Survey quadrangle map most recently published.

Vegetation. All natural, non-cultivated plant life, including the root system, stem, trunk, crown, branches, leaves, and blades.

Vegetation Removal. The cutting, breaking, burning, or uprooting of vegetation, the application of herbicide to vegetation, the covering over of vegetation with earth, or the compacting of the soil under and around vegetation. Vegetation removal does not include removal of invasive plant species.

~~**Vegetative Filter Strip.** A land area seeded to close growing or sod forming grasses, designed to filter out soil and other pollutants carried in storm water or waste water.~~

~~**VESCO Permit.** See Section 11.08.010.~~

~~**Vineyard.** A planting of grapevines. Land devoted to the cultivation of such a planting.~~

~~**Vineyard Planting.** Any planting of a new vineyard, increasing the footprint of an existing vineyard, or replanting of an existing vineyard that does not qualify as a vineyard replanting.~~

~~**Vineyard Replanting.** Any replanting of an existing vineyard where the vineyard has been under active cultivation for the previous five years, no grapevines are removed prior to the filing of a permit application for the replanting, and the footprint of the vineyard does not increase.~~

~~**Vineyard Site Development.** Any initial or final vineyard site development work for a vineyard planting or replanting.~~

Watercourse. Any stream, or any ~~manmade~~artificial channel constructed to facilitate the use of water or convey stormwater runoff.

Well Permit. See Section 25B-5 of this code.

Wetlands. Lands transitional between terrestrial and aquatic systems where the water table is usually at or near the surface or the land is covered by shallow water. ~~A W~~wetlands must have one or more of the following three attributes in the Coastal Zone, and two or more of the following three attributes in all other parts of the unincorporated area of the county:

1. ~~At least periodically, T~~the land supports predominantly hydrophytes during the normal wet portion of the growing season (plants specifically adapted to live in wetlands).
2. The substrate is predominantly undrained hydric (wetland) soil.
3. The substrate is saturated with water or covered by shallow water at some time during the ~~normal wet portion of the~~ growing season of each year.

~~**Wetland Assessment.** A study prepared by a qualified professional biologist to identify and approximately map the boundary of wetlands on a site, conduct an assessment of the condition of the wetlands, and recommend an appropriate setback. A wetland assessment must meet the general requirements specified in the department's guidelines for preparing wetland assessments.~~

~~**Wetlands Biologist.** A biologist experienced and knowledgeable in the delineation of wetlands in California using applicable federal, state, and local criteria.~~

~~**Wetland Delineation Study.** A study prepared by a qualified professional biologist to identify and precisely map the boundary of wetlands on a site. A wetland delineation study must meet the general requirements specified in the department's guidelines for preparing wetland delineation studies.~~

Zoning Code. Chapters 26 and 26C of this code.

EXHIBIT “B”
CHAPTER 36 OF THE SONOMA COUNTY CODE

CHAPTER ~~1136~~ GRADING, DRAINAGE, AND VINEYARD AND ORCHARD SITE DEVELOPMENT AND AGRICULTURAL GRADING AND DRAINAGE

Article 02. ~~Purpose and Effect~~General.

Sec. ~~11.02.010~~36.02.010. - Title.

This chapter ~~is and may be cited~~shall be known as the Sonoma County ~~Grading, Drainage, and Vineyard and Orchard Site Development~~ and Agricultural Grading and Drainage Ordinance. This chapter may also be referred to as the Sonoma County Vineyard Erosion and Sediment Control Ordinance or as VESCO

Sec. ~~11.02.020~~36.02.020. - Purpose.

This chapter is enacted for the purpose of regulating ~~grading, drainage improvement, and vineyard and orchard site development~~ and agricultural grading and drainage within the unincorporated area of the county, and to establish ministerial standards for those activities that:

- A. Protect the public health, safety, and welfare of the county;
- B. Minimize hazards to life and property;
- ~~BC.~~ Protect against ~~soil loss~~erosion, and the pollution of watercourses with soil and other pollutants;
- ~~CD.~~ Protect the safety, use, and stability of public rights of way and watercoursesMaintain natural and existing drainage patterns;
- ~~D.~~ Protect watercourses from obstruction, and protect life and property from the deleterious effects of flooding;
- E. Protect ~~against the destruction of human remains and archaeological resources~~aquatic resources and wildlife habitat; and
- F. Protect streams, lakes, ponds, and wetlands; and
- ~~G.~~ Promote water conservation and groundwater recharge.

Sec. ~~11.02.030~~36.02.030. - Administration.

This chapter shall be administered under the direction of the board of supervisors, by and through the ~~director of permit and resource management and the~~ agricultural commissioner.

Sec. ~~11.02.040~~36.02.040. Applicability.

- A. Compliance required. The provisions of this chapter shall apply to all ~~grading, drainage improvement, and~~ vineyard and orchard ~~site~~ development and agricultural grading and drainage occurring within the unincorporated area of the county, ~~except for grading and drainage improvement for timber operations conducted under an approved timber harvesting plan or nonindustrial timber management plan~~. The permit requirements in this chapter shall apply to all ~~grading, drainage improvement, and~~ vineyard and orchard ~~site~~ development subject to the provisions of this chapter and agricultural grading and drainage, unless exempted from permit requirements by Section ~~11.04.010.C~~36.04.010.D, ~~11.06.010.C~~36.06.010.C, or ~~11.08.010.C~~36.08.010.C. The standards in Article 16 and the best management practices in the department's best management practices for agricultural erosion and sediment control shall apply to all ~~grading, drainage improvement, and~~ vineyard and orchard ~~site~~ development subject to the provisions of this chapter and agricultural grading and drainage, regardless of whether a permit is required by this chapter.
- B. Liability. Nothing in this chapter, nor the issuance of a permit pursuant to this chapter, nor compliance with the provisions of this chapter or with any permit conditions, shall relieve any person from responsibility for damage to other persons or property, or impose any liability upon the county, its officers, agents, or employees, for damage to other persons or property.
- C. Relationship to other laws. The provisions of this chapter are not intended to and shall not be construed or given effect in a manner that conflicts with state or federal law, or interferes with the achievement of state or federal regulatory objectives. The provisions of this chapter shall be interpreted to be supplementary to and compatible with state and federal enactments, and in furtherance of the public purposes those enactments express. Compliance with the provisions of this chapter, however, does not ensure compliance with state and federal requirements. Further, the provisions of this chapter are not intended to and shall not be construed or given effect in a manner that supersedes other provisions of this code. Where another provision of this code establishes a stricter requirement than a provision of this chapter, that stricter requirement shall prevail.
- D. Other permits. Nothing in this chapter shall eliminate the need for any person undertaking any ~~grading, drainage improvement, or~~ vineyard or orchard ~~site~~ development or agricultural grading or drainage from having to obtain any other permits, approvals, or authorizations required by this code or state or federal agencies.

Sec. ~~11.02.050~~36.02.050. - Interpretations.

- A. Authority to interpret. The ~~director of permit and resource management and the~~ agricultural commissioner shall have the authority to interpret the provisions of this chapter. Whenever the ~~director of permit and resource management or the~~ agricultural commissioner determines it necessary or appropriate that the meaning or applicability of any requirement of this chapter is subject to interpretation, ~~he or she~~ the agricultural

commissioner may issue an official written interpretation ~~or, in the alternative,~~ The agricultural commissioner may also refer ~~the any~~ issue of interpretation to the board of supervisors for determination.

- B. Language. When used in this chapter, the words “shall,” “must,” “will,” “is to,” and “are to” are always mandatory. “Should” is not mandatory but is strongly recommended; and “may” is permissive. The present tense includes the past and future tenses; and the future tense includes the present. The singular number includes the plural number, and the plural the singular, unless the natural construction of the word indicates otherwise. The words “include,” “includes,” and “including” shall mean “including but not limited to.”
- C. Time limits. Whenever a number of days is specified in this chapter, or in any permit, condition of approval, or notice provided in compliance with this chapter, the number of days shall be construed as calendar days, unless business days are specified. A time limit shall extend to 5 p.m. on the following business day where the last of the specified number of days falls on a weekend, county-observed holiday, or other day the county is not open for business.
- D. State or federal law ~~or regulation~~ requirements. Where this chapter references applicable provisions of state or federal law ~~or regulation~~, the reference shall be construed to be to the applicable state or federal law ~~or regulation~~ provisions as they may be amended from time to time.

Sec. 36.02.060 – Best Management Practices.

The agricultural commissioner may adopt, amend, or rescind best management practices for this chapter. The best management practices shall implement or make specific the standards in Article 16. The best management practices shall reference or detail only fixed standards and objective measurements that do not require the exercise of discretion by the agricultural commissioner. Failure by any person to comply with any applicable best management practice adopted or amended pursuant to this section shall be a violation of this chapter. The best management practices adopted or amended pursuant to this section shall be compiled by the agricultural commissioner and made available to the public.

Sec. 36.02.070 – Legislative Intent.

- A. Ministerial provisions; exception. It is the intent of the board of supervisors that the provisions of this chapter and the best management practices adopted pursuant to Section 36.02.060 shall be ministerial within the meaning of the California Environmental Quality Act and the State CEQA Guidelines. It is the further intent of the board of supervisors that the review of permit applications and the issuance of permits pursuant to this chapter shall be ministerial acts, except in the case of discretionary projects.
- B. Interpretation and application. This chapter and the best management practices adopted pursuant to Section 36.02.060 shall be interpreted, administered, and construed in light of the legislative intent expressed in Subsection A. If any provisions, sentences, or words in

this chapter or any best management practice adopted pursuant to Section 36.02.060 are ambiguous or capable of more than one interpretation, staff shall interpret, administer, and construe them as conferring only ministerial authority. Staff shall not exercise personal judgment, special discretion or judgment, or personal, subjective judgment in deciding whether or how projects should be carried out, except in the case of discretionary projects.

- C. Ministerial system of regulation; automatic repeal. It is the intent of the board of supervisors in enacting this chapter to establish and maintain a ministerial system of regulation for vineyard and orchard development and agricultural grading and drainage, consistent with the strong policy direction in the general plan to expedite the processing of agricultural-related permits and not unduly complicate and discourage vineyard and orchard development and agricultural grading and drainage. The county has heretofore faced lawsuits seeking to transform ministerial projects for new vineyard planting into discretionary projects subject to the California Environmental Quality Act. As a legislative matter, that result would be contrary to the legislative intent of this chapter, as well as the general plan and its Agricultural Resources Element. As a result, if for any reason a court of competent jurisdiction holds in a final order that a provision of this chapter or a best management practice adopted pursuant to Section 36.02.060 intended to be ministerial is, in fact, discretionary, this chapter shall be automatically repealed without further action by the board of supervisors. A “final order” means an order, writ, judgment, or other finding that is no longer subject to modification or reversal on appeal. If this chapter is repealed by this subsection, vineyard and orchard development shall be allowed and shall not require separate permitting, like all other forms of agriculture in the county, and agricultural grading and drainage shall become subject to the provisions of Chapter 11 of this code. Nothing in this subsection is intended to affect any court order. This subsection is declarative of existing law.

Article ~~0804~~. - Vineyard/ and Orchard Erosion and Sediment Control (VESCO)Development Permits.

Sec. ~~11.08.010~~36.04.010. - VESCOVineyard and Orchard Development ~~p~~Permit ~~r~~Requirements.

- A. Permit required. A VESCOvineyard and orchard development permit shall be required prior to commencing any vineyard or orchard ~~site~~ development or related work, including preparatory ~~site~~land clearing, ~~and soil~~vegetation removal, or other ground disturbance, except where exempted from permit requirements by Subsection ~~CD~~. A separate VESCOvineyard and orchard development permit shall be required for each site.
- B. Designation and performance. Vineyard and orchard ~~site~~ development shall be designated as “Level I vineyard and orchard development” or “Level II vineyard and orchard site development” in compliance with Table ~~11-336-1~~, and shall be performed as follows:

1. Level I vineyard and orchard ~~site~~-development. Level I vineyard and orchard ~~site~~ development shall be performed in compliance with approved plans and specifications prepared by the property owner or the authorized agent of the property owner.
2. Level II vineyard and orchard ~~site~~-development. Level II vineyard and orchard ~~site~~-development shall be performed in compliance with approved plans and specifications prepared by a civil engineer.

Table 11-336-1 Vineyard and Orchard ~~Site~~ Development Designation

Parameter	Threshold	
	Level I Vineyard and Orchard Site Development	Level II Vineyard and Orchard Site Development
Natural slope of <u>new</u> planting area having no highly erodible soils	No steeper <u>Less</u> than 15 percent	Steeper than 15 percent, but in no event steeper than <u>15 to 50 percent</u> ¹
Natural slope of replanting area having no highly erodible soils	No steeper <u>Less</u> than 30 percent	Steeper than 30 percent <u>or greater</u>
Natural slope of <u>new</u> planting area having any highly erodible soils	No steeper <u>Less</u> than 10 percent	Steeper than 10 percent, but in no event steeper than <u>10 to 50 percent</u> ¹
Natural slope of replanting area having any highly erodible soils	No steeper <u>Less</u> than 15 percent	Steeper than 15 percent <u>or greater</u>
Where tree removal is involved, <u>Natural slope descending below new planting area on ridgetop</u>	No steeper <u>Less</u> than 50 percent for more than 500 feet in slope length above a designated <u>blue-line</u> stream	Steeper than 50 percent <u>or greater</u> for more than 500 feet in slope length above a designated <u>blue-line</u> stream
Where tree removal is involved, <u>Location of new planting area on ridgetop</u>	Not on a designated watershed or sub-watershed divide	On a designated watershed or sub-watershed divide

Notes:

1. New vineyard and orchard planting is prohibited on natural slopes greater than 50 percent. See Section 36.18.020.B.

C. Biotic resource and focused species assessments.

1. Biotic resource assessment. A biotic resource assessment shall be required for any new vineyard or orchard planting, except where exempted from permit requirements by Subsection D.
2. Focused species assessment. A focused species assessment shall be required for any vineyard or orchard replanting within a designated critical habitat area, except where exempted from permit requirements by Subsection D.

ED. Exemptions from permit requirements. The following vineyard and orchard development activities are exempt from the provisions of this section and may be conducted without obtaining a ~~VESCO~~vineyard and orchard development permit, provided that these activities shall still be subject to the standards in Article 16.

1. Hobby vineyards and orchards. New planting and replanting of hobby vineyards and orchards, where the hobby vineyard or orchard is less than one-half acre in size. This exemption may only be used for one hobby vineyard or orchard per legal parcel. This exemption shall not apply where there is an existing commercial vineyard or orchard on the parcel.
2. Interplanting grapevines or orchard trees. Interplanting young grapevines or orchard trees among established grapevines or orchard trees, where the existing vineyard or orchard infrastructure is kept intact.
13. Replacing individual missing, dead, or diseased grapevines or orchard trees. ~~Interplanting young grapevines or orchard trees among established grapevines or orchard trees for the purpose of r~~Replacing individual missing, dead, or diseased grapevines or orchard trees in a vineyard or orchard, where less than one-half acre of contiguous grapevines or orchard trees is replaced and the existing drainage facilities, irrigation system, trellis system, and other vineyard or orchard infrastructure are kept intact ~~with minimal disturbance. This exemption shall not apply to replanting of an entire vineyard or orchard.~~
2. ~~Planting and replanting hobby orchard. Planting and unlimited replanting of an orchard for hobby purposes, where the orchard is no more than one-half acre in land area. This exemption may only be used for one hobby orchard per legal parcel.~~
3. ~~Planting and replanting hobby vineyard. Planting and unlimited replanting of a vineyard for hobby purposes, where the vineyard is no more than one-half acre in land area. This exemption may only be used for one hobby vineyard per legal parcel.~~

Article 0406. – Agricultural Grading Permits.

Sec. ~~11.04.010~~36.06.010. – Agricultural Grading ~~p~~Permit ~~R~~Requirements.

- A. Permit required. An agricultural grading permit shall be required prior to commencing any agricultural grading or related work, including preparatory ~~site~~land clearing, ~~and soil/vegetation removal, or other ground~~ disturbance, except where exempted from permit requirements by Subsection C. A separate agricultural grading permit shall be required for each site.
- B. Designation and performance. Agricultural ~~G~~grading shall be designated as “regular agricultural grading” or “engineered agricultural grading” in compliance with Table ~~11-136-2~~11-136-2, and shall be performed as follows:
1. Regular agricultural grading. Regular agricultural grading shall be performed in compliance with approved plans and specifications prepared by the property owner or a licensed professional acting within the scope of their license.
 2. Engineered agricultural grading. Engineered agricultural grading shall be performed in compliance with approved plans and specifications prepared by a civil engineer.

Table ~~11-136-2~~11-136-2 Agricultural Grading Designation

Parameter	Threshold	
	Regular <u>Agricultural</u> Grading	Engineered <u>Agricultural</u> Grading
Volume (cut or fill)	Does not exceed 5,000 cubic yards	Exceeds 5,000 cubic yards
Cut	No greater than 3 feet in depth and does not create a cut slope greater than 5 feet in height ¹	Greater than 3 feet in depth or creates a cut slope greater than 5 feet in height ¹
Fill	No greater than 3 feet in depth ¹	Greater than 3 feet in depth ¹
Fill <u>inside</u> the flood-prone urban area and any or special flood hazard areas	Does not exceed 50 cubic yards	Exceeds 50 cubic yards
Natural slope of grading area	No steeper <u>greater</u> than 15 percent	Steeper <u>Greater</u> than 15 percent

Geologic Hazard Area Combining District	Grading area is not in the Geologic Hazard Area Combining District	Grading area is wholly or partially in the Geologic Hazard Area Combining District ²
Geologic hazards	Grading area contains no geologic hazards	Grading area contains geologic hazards ³

Notes:

1. The references to depths and heights for cuts and fills are between existing grade and proposed grade.
2. The engineered agricultural grading designation shall apply only to the portion of the grading area that is in the Geologic Hazard Area Combining District.
3. The engineered agricultural grading designation shall apply only to the portion of the grading area that is directly affected by the geologic hazards.

C. Exemptions from permit requirements. The following agricultural grading activities are exempt from the provisions of this section and may be conducted without obtaining an agricultural grading permit, provided that these activities shall still be subject to the standards in Article 16.

1. ~~Cemeteries. Routine excavations and fills for graves~~Grading for vineyard or orchard development. Where authorized by a valid vineyard and orchard development permit, grading for vineyard or orchard development.
2. Emergency grading. Grading necessary to protect life or property, or to implement erosion prevention or control measures, where a situation exists that requires immediate action; provided that only the volume of grading necessary to abate an imminent hazard may be performed prior to obtaining an agricultural grading permit. The person performing the emergency grading or the property owner shall notify the ~~permit authority~~agricultural commissioner and provide evidence acceptable to the ~~permit authority~~agricultural commissioner of the scope and necessity of the emergency grading on or before the next business day after the onset of the emergency situation. The person performing the emergency grading or the property owner shall apply for an agricultural grading permit within ten days after the commencement of the emergency grading. The ~~permit authority~~agricultural commissioner may order emergency grading to be stopped or restricted in scope based upon the nature of the emergency.
3. Environmental remediation. Grading for environmental remediation ordered or approved by a public agency exercising regulatory jurisdiction over a site contaminated with hazardous materials, where the ground surface is restored to its previous topographic condition within 60 days after the completion of the work. The ~~permit authority~~agricultural commissioner shall be notified in writing at least 30 days prior to the commencement of the work.

4. ~~Excavations and fills subject to valid building, agricultural exemption, or demolition permit. Excavations below existing or finish grade for basements, and footings of buildings, retaining walls, or other structures, and fills using only material from the excavation, where authorized by a valid building, agricultural exemption, or demolition permit. The placement of fill must be shown on the approved plans and specifications. Fill that is intended to support structures or surcharges may be greater than 1 foot in depth only if a soils report justifies the use of the fill. This exemption shall not apply to any fill that is engineered grading.~~
5. ~~Exploratory excavations. Exploratory excavations to investigate subsurface soil conditions and geology, affecting or disturbing an area of less than 10,000 square feet and involving the movement of less than 50 cubic yards, under the direction of a civil engineer, soils engineer, engineering geologist, or registered environmental health specialist, where the ground surface is restored to its previous topographic condition within 60 days after the completion of the work.~~
6. ~~Grading subject to valid encroachment permit. Grading within a public right-of-way, where authorized by a valid encroachment permit.~~
7. ~~Landfills. Grading at landfills regulated by the State Integrated Waste Management Act.~~
8. ~~Maintenance, repair, or resurfacing of private roads. Maintenance, repair, or resurfacing of existing, lawfully constructed private roads, where the length, width, and design capacity are not changed. This exemption shall not apply to any fill in the flood-prone urban area or any special flood hazard area.~~
95. Minor cut. A cut that does not exceed 50 cubic yards, and:
 - a. Is no greater than 3 feet in depth; or
 - b. Does not create a cut slope greater than 5 feet in height and ~~steeper~~ greater than 2 units horizontal to 1 unit vertical (50 percent).
106. Minor fill outside the flood-prone urban area and special flood hazard areas. A fill outside the flood-prone urban area and any special flood hazard area that does not exceed 50 cubic yards or alter or obstruct a watercourse or wetland, and: is no greater than 3 feet in depth and not intended to support structures or surcharges. This exemption shall not apply to any fill that is engineered grading.
 - a. ~~Is intended to support structures or surcharges and is no greater than 1 foot in depth and placed on terrain with a natural slope no steeper than 15 percent; or~~

b. ~~Is not intended to support structures or surcharges and is no greater than 3 feet in depth.~~

~~11. Pipelines and utilities. Excavations and fills for pipelines, routine pipeline maintenance practices, or installation, testing, maintenance, or replacement of utility connections, distribution or transmission systems, or telecommunication facilities, on a single site or within a public right of way, where the ground surface is restored to its previous topographic condition within 60 days after the completion of the work. This exemption shall not apply to any fill that is used for any purpose other than restoring the ground surface to its previous topographic condition.~~

~~12. Public projects. Grading for public projects on public property undertaken by or on behalf of the county or a local agency governed by the board of supervisors.~~

~~13. Public trails. Grading for public trails, where a public agency takes full responsibility for the work. The permit authority shall be notified in writing at least 30 days prior to the commencement of the work.~~

~~14. Resource conservation, restoration, or enhancement projects. Where a public agency takes full responsibility for the work, ~~G~~grading for soil, water, wildlife, or other resource conservation, restoration, or enhancement projects, ~~where a public agency assumes full responsibility for the work.~~ The ~~permit authority~~agricultural commissioner shall be notified in writing at least 30 days prior to the commencement of the work.~~

~~15. Soil profiling test pits. Excavations for soil profiling test pits, where the ground surface is restored to its previous topographic condition within 60 days after the completion of the work.~~

~~16. Surface mining. Mining, quarrying, excavating, processing, or stockpiling rock, sand, gravel, aggregate, or clay in compliance with Chapter 26A of this code.~~

~~17. Wells and on-site sewage disposal systems subject to valid well or septic permit. Excavations and fills for wells and on-site sewage disposal systems, where authorized by a valid well or septic permit and the fill material is placed on-site and the placement is shown on the approved well or septic plans.~~

Article ~~0608.~~ — Agricultural Drainage Permits.

Sec. ~~11.06.01036.08.010.~~ — Agricultural Drainage pPermit rRequirements.

A. Permit required. An agricultural drainage permit shall be required prior to commencing any agricultural drainage improvement involving construction or modification of drainage facilities or related work, including preparatory sitelnd clearing, and soilvegetation

removal, or other ground disturbance, except where exempted from permit requirements by Subsection C. A separate agricultural drainage permit shall be required for each site.

B. Designation and performance. Agricultural Ddrainage improvementinvolving construction or modification of drainage facilities shall be designated as regular drainage improvement or “engineered agricultural drainage” improvement in compliance with Table 11-2, and shall be performed as follows in compliance with approved plans and specifications prepared by a civil engineer:

1. ~~Regular drainage improvement. Regular drainage improvement shall be performed in compliance with approved plans and specifications prepared by the property owner or a licensed professional acting within the scope of their license.~~
2. ~~Engineered drainage improvement. Engineered drainage improvement shall be performed in compliance with approved plans and specifications prepared by a civil engineer.~~

Table 11-2 Drainage Improvement Designation

Parameter	Threshold [†]	
	Regular Drainage Improvement	Engineered Drainage Improvement
Cross-sectional area of drainage facility	Does not exceed 2 square feet	Exceeds 2 square feet

Notes:

1. ~~Examples:~~

- a. ~~Circular: Diameter is less than or equal to 19 inches or 1.6 feet, effectively 18 inches or 1.5 feet.~~
- b. ~~Vee ditch: Depth of 1 foot and top width equal to 4 feet (assumes 2:1 side slopes).~~

C. Exemptions from permit requirements. The following agricultural drainage activities are exempt from the provisions of this section and may be conducted without obtaining an agricultural drainage permit, provided that these activities shall still be subject to the standards in Article 16.

1. Drainage facilities subject to valid grading, building, septic, VESCO, or eneroachment permit for vineyard or orchard development or agricultural grading. Where authorized by a valid vineyard and orchard development or agricultural grading permit, Cconstruction or modification of drainage facilities for grading, buildings or structures, septic systems, vineyard or orchard site development, or

~~within a public right of way, where authorized by a valid grading, building, septic, VESCO, or encroachment permit agricultural grading.~~

2. Emergency drainage alteration. Construction or modification of drainage facilities necessary to protect life or property, or to implement erosion prevention or control measures, where a situation exists that requires immediate action; provided that only the work necessary to abate an immediate hazard may be performed prior to obtaining an agricultural drainage permit. The person performing the emergency drainage alteration or the property owner shall notify the agricultural commissioner and provide evidence acceptable to the agricultural commissioner of the scope and necessity of the emergency drainage alteration on or before the next business day after the onset of the emergency situation. The person performing the emergency drainage alteration or the property owner shall apply for an agricultural drainage permit within ten days after the commencement of the emergency drainage alteration. The agricultural commissioner may order emergency drainage alteration to be stopped or restricted in scope based upon the nature of the emergency.
3. Maintenance, repair, or replacement of Eexisting private drainage facilities. Maintenance, repair, or replacement of existing, lawfully constructed private drainage facilities, where the location and design capacity are not changed. The agricultural commissioner shall be notified in writing at least 30 days prior to the commencement of the work.
34. Minor pipe and vee-ditch swale systems. Construction or modification of pipe and vee-ditch swale systems that meet all of the following criteria:
 - a. The drainage area is less than one-half acre for a smooth-walled pipe or vee-ditch swale system, or less than one-quarter acre for a corrugated pipe system.
 - b. The pipe or vee-ditch swale system is not located in the flood-prone urban area.
 - c. The pipe system is a single run, with a minimum diameter of 8 inches and installed slopes between 2 percent and 4 percent, or the vee-ditch swale system is ~~made of earth,~~ lined with grass, or rock, with side slopes no ~~steeper~~ greater than 2 ~~units~~ feet horizontal to 1 ~~unit~~ foot vertical (50 percent), maximum depth of 9 inches, and installed slopes between 2 percent and 4 percent.
4. ~~Public projects.~~ Construction of drainage facilities for public projects on public property undertaken by or on behalf of the county or a local agency governed by the board of supervisors.

- ~~5. Public trails. Construction of drainage facilities for public trails, where a public agency takes full responsibility for the work. The permit authority shall be notified in writing at least 30 days prior to the commencement of the work.~~
- ~~65. Resource conservation, restoration, or enhancement projects. Where a public agency takes full responsibility for the work, ~~C~~construction or modification of drainage facilities for soil, water, wildlife, or other resource conservation, restoration, or enhancement projects, ~~where a public agency assumes full responsibility for the work.~~ The ~~permit authority~~agricultural commissioner shall be notified in writing at least 30 days prior to the commencement of the work.~~
- ~~75. Seasonal ~~agricultural~~ drainage swales. Construction or modification of seasonal ~~agricultural~~ drainage swales that meet all of the following criteria:~~
 - ~~a. The drainage swale is constructed on contour to the maximum extent practicable.~~
 - ~~b. The flowline slope of the drainage swale does not exceed 4 percent.~~
 - ~~eb. The drainage swale does not exceed 150 feet in length.~~
 - ~~c. The drainage swale is lined with grass, with side slopes no greater than 2 feet horizontal to 1 foot vertical (50 percent), and maximum depth of 9 inches.~~
 - ~~d. The outlet for the drainage swale is protected to prevent soil losserosion.~~

Article 10. - Permit Application Filing and Processing.

Sec. 36.10.010. – Purpose.

This article provides procedures and requirements for the preparation, filing, and initial processing of the permit applications required by this chapter.

Sec. ~~11.10.010~~36.10.020. - Permit authority for Permit Decisions.

The ~~permit authority~~agricultural commissioner shall be responsible for reviewing and making decisions on each type of permit application required by this chapter ~~is identified by Table 11-4. Decisions of the permit authority approving or denying discretionary permit applications shall be subject to appeal and direct review pursuant to Article 20. All other decisions of the permit authority under this chapter shall be final, subject only to judicial review.~~

Table 11-4 Permit Authority

Type of Permit Application	Permit Authority
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Grading Permit—Agricultural Grading	Agricultural Commissioner
Grading Permit—Construction Grading	Director of Permit and Resource Management
Drainage Permit—Agricultural Drainage Improvement	Agricultural Commissioner
Drainage Permit—Construction Drainage Improvement	Director of Permit and Resource Management
VESCO Permit—Vineyard and Orchard Site Development	Agricultural Commissioner

Sec. ~~11.10.020~~36.10.030. - Permit ~~a~~Application ~~p~~Preparation and ~~f~~Filing.

- A. Pre-application contact. A prospective applicant is encouraged to contact the ~~permit authority~~agricultural commissioner before completing and filing a permit application to determine the information and materials required for application filing. The provision of information by the ~~permit authority~~agricultural commissioner shall not be construed as a recommendation for either approval or ~~denial~~disapproval of an application. Any failure by the ~~permit authority~~agricultural commissioner to identify all required information and materials shall not constitute a waiver of those requirements.
- B. Application. Permit applications shall be filed with the ~~permit authority~~department on a county application form. Each permit application shall include all required fees and deposits, all plans and specifications, maps, reports, and other information and materials required by the ~~permit authority's~~department's list of required application contents for the specific type of application, and any other reports necessary to verify compliance with this chapter.
- C. Eligibility for filing or withdrawing. A permit application may only be filed or withdrawn by the owner ~~or easement holder~~ of the site, an authorized agent of the owner ~~or easement holder~~, or other person with the written consent of the owner ~~or easement holder~~.
- D. Request for relief from standards. A permit application may include a request for relief from the standards in Article 16. The request shall state in writing each standard proposed to be varied, the proposed substitute measure, when it would apply, and its advantages. The ~~permit authority~~agricultural commissioner may require additional information to evaluate the requested relief.
- ~~E. Ministerial action; exception. The board of supervisors hereby declares that the review of permit applications and the issuance of permits pursuant to this chapter shall be ministerial actions, except where the permit application includes a request pursuant to~~

~~Subsection D for relief from the standards in Article 16. This chapter shall be interpreted, administered, and construed in light of this legislative intent.~~

Sec. ~~11.10.030~~36.10.040. - Application ~~f~~Fees.

- A. Fee schedule. The board of supervisors shall establish a schedule of fees for the processing of permit applications required by this chapter.
- B. Refunds and withdrawals. The required application fees cover county costs for staff time and the other activities involved in processing permit applications. Therefore, no refund due to disapproval or expiration shall be allowed. In the case of a withdrawal, the ~~permit authority~~agricultural commissioner may refund up to 90 percent of the application fee prior to the commencement of plan review.

Sec. ~~11.10.040~~36.10.050. - Indemnification.

- A. Applicant agreement. At the time of submitting a permit application ~~that includes a request pursuant to Section 11.10.020.D for relief from the standards in Article 16 for a discretionary project~~, the applicant shall agree, as part of the permit application, to defend (with legal counsel of the county's selection), indemnify, and hold harmless the county and its agents, officers, attorneys, and employees, from any claim, action, or proceeding brought against the county or its agents, officers, attorneys, or employees to attack, set aside, void, or annul, a discretionary approval of the county concerning the permit application, which action is brought within the applicable statute of limitations. The required indemnification shall include damages awarded against the county, if any, costs of suit, attorneys' fees, and other costs and expenses incurred in connection with the action.
- B. County notification of applicant. In the event that a claim, action, or proceeding referred to in Subsection A is brought, the county shall promptly notify the applicant of the existence of the claim, action, or proceeding and shall cooperate fully in the defense of the claim, action, or proceeding.

Sec. ~~11.10.050~~36.10.060. - Initial ~~p~~Permit ~~a~~Application ~~r~~Review.

The ~~permit authority~~agricultural commissioner shall review each permit application for completeness and accuracy before it is accepted as complete and officially filed. The ~~permit authority's~~agricultural commissioner's determination of completeness shall be based on the ~~department's~~ list of required application contents and any additional instructions provided to the applicant in any pre-application contact, and/or during the initial review period. No permit application shall be deemed complete, and processing shall not commence on any permit application, until all required fees and deposits have been paid, and all required plans, maps, reports, and other information and materials have been submitted to the ~~permit authority~~agricultural commissioner and reviewed to determine compliance with this chapter, including peer review where necessary to determine compliance with this chapter.

- A. Notification of applicant when permit application is incomplete. The ~~permit authority~~agricultural commissioner shall inform the applicant in writing within 30 days of filing when a permit application is incomplete. The letter shall specify the additional information required to make the permit application complete.
- B. Withdrawal of application. If an applicant fails to provide the additional information specified in the ~~permit authority's~~agricultural commissioner's letter providing notice of an incomplete permit application within 120 days following the date of the letter, the permit application shall be deemed withdrawn without any further action by the ~~permit authority~~agricultural commissioner. The ~~permit authority~~agricultural commissioner may grant one 90-day extension, if the applicant files a written request with the ~~permit authority~~agricultural commissioner before expiration of the original 120-day period. After the withdrawal of a permit application, future consideration by the ~~permit authority~~agricultural commissioner shall require the submittal of a new, ~~complete~~ permit application and associated fees.

Sec. ~~11.10.060~~36.10.070. - Environmental ~~R~~Review.

After a permit application has been accepted as complete, if the permit application ~~includes a request pursuant to Section 11.10.020.D for relief from the standards in Article 16is for a discretionary project~~, the proposed activity shall be reviewed as required by the California Environmental Quality Act and the State CEQA Guidelines to determine the level of environmental processing required.

Sec. ~~11.10.070~~36.10.080. - Expiration of ~~p~~Permit ~~a~~Application.

If a permit is not issued within one year following the filing of a permit application, the permit application shall expire and be deemed withdrawn, without any further action by the ~~permit authority~~agricultural commissioner. The ~~permit authority~~agricultural commissioner may grant one 180-day extension, if the applicant files a written request with the ~~permit authority~~agricultural commissioner before expiration of the original one-year period and shows that the extension is warranted due to a lawsuit, ~~permit authority~~staff error, or other circumstances beyond the control of the applicant. After the expiration of a permit application, future consideration by the ~~permit authority~~agricultural commissioner shall require submittal of a new, ~~complete~~ permit application and associated fees.

Article 12. - Permit ~~Application Approval and Permit Issuance~~Review Procedures.

Sec. 36.12.010. – Purpose.

This article provides procedures for the final review and approval or disapproval of the permit applications required by this chapter.

Sec. ~~11.12.010~~36.12.020. - Permit Approval and issuance.

The approval of a permit application and issuance of a vineyard and orchard development or agricultural grading or drainage permit by the agricultural commissioner shall occur as follows:

A. Criteria for approval. The agricultural commissioner may approve a permit application and issue a vineyard and orchard development or agricultural grading or drainage permit when the agricultural commissioner determines that the proposed vineyard or orchard development or agricultural grading or drainage will comply with the following:

1. ~~Ministerial permit application projects. A m~~Ministerial permit application projects shall be approved, ~~and a grading, drainage, or VESCO permit issued, when the permit authority verifies~~agricultural commissioner determines that: the proposed vineyard or orchard development or agricultural grading or drainage complies with the provisions of this chapter and any applicable county land use approvals.

~~a. The proposed grading, drainage improvement, or vineyard or orchard site development complies with the provisions of this chapter, other applicable provisions of this code, and the conditions of any applicable land use permit, subdivision approval, or other entitlement; and~~

~~b. The proposed grading, drainage improvement, or vineyard or orchard site development is not part of a project for which an application for a land use permit or subdivision approval has been submitted, or, if part of such a project, the land use permit or subdivision approval has been issued.~~

2. ~~Discretionary permit application projects. A d~~Discretionary permit application projects may be approved, ~~and a grading, drainage, or VESCO permit issued, when the permit authority~~agricultural commissioner determines that:

a. There are special circumstances affecting the site that make the strict application of the standards in Article 16 impractical;

b. The proposed ~~grading, drainage improvement, or~~ vineyard or orchard ~~site development~~ or agricultural grading or drainage is consistent with the purpose and intent of the standards in Article 16, and does not diminish the health, safety, and environmental protection benefits that would be obtained from the strict application of those standards;

c. The proposed ~~grading, drainage improvement, or~~ vineyard or orchard ~~site development~~ or agricultural grading or drainage complies with all other provisions of this chapter, ~~other applicable provisions of this code, and the conditions of~~ and any applicable county land use ~~permit, subdivision approvals, or other entitlement; and~~

~~d. The proposed grading, drainage improvement, or vineyard or orchard site development is not part of a project for which an application for a land use~~

~~permit or subdivision approval has been submitted, or, if part of such a project, the land use permit or subdivision approval has been issued.~~

B. Permit conditions. In ~~approving~~granting a vineyard and orchard development or agricultural grading or drainage permit for a discretionary ~~permit application pursuant to Subsection A.2~~project, the ~~permit authority~~agricultural commissioner may impose any conditions deemed reasonable and necessary to protect the public health, safety, and welfare, prevent adverse environmental impacts or the creation of hazards to property, and ensure proper completion of the work.

C. Permit holder. A vineyard and orchard development or agricultural grading or drainage permit shall be issued to the owner of the site.

D. Effect of permit and approved plans and specifications.

1. Compliance with plans and specifications required. All work for which a ~~grading, drainage, or VESCO~~vineyard and orchard development or agricultural grading or drainage permit is issued shall be done in compliance with the approved plans and specifications and the recommendations of required reports. The approved plans and specifications shall not be changed without the written approval of the ~~permit authority~~agricultural commissioner.

2. Modifications. Proposed modifications to the approved plans and specifications shall be submitted to the ~~permit authority~~agricultural commissioner in writing, together with all necessary technical information and design details. A proposed modification shall be approved only if the ~~permit authority verifies~~agricultural commissioner determines that the modification complies with the provisions of this chapter, other applicable provisions of this code, and the ~~conditions~~requirements of any applicable county land use ~~permit, subdivision approvals, or other entitlement~~.

~~D~~E. Distribution and use of approved plans and specifications. The ~~permit authority~~agricultural commissioner shall retain one or more sets of approved and dated plans and specifications for inspection and record keeping. Two sets of approved and dated plans and specifications shall be provided to the permittee. The permittee shall maintain one set of approved and dated plans and specifications and the permit on the site at all times during the work.

Article 14. - Permit Implementation, Time Limits, and Extensions.

Sec. 36.14.010. – Purpose.

This article provides requirements for the implementation of the permits required by this chapter, including time limits and procedures for granting extensions of time.

Sec. ~~11.14.010~~36.14.020. - Effective ~~d~~Date of ~~p~~Permits.

- A. Ministerial ~~Permit~~Project. ~~A ministerial permit required by this chapter~~The approval of a vineyard and orchard development or agricultural grading or drainage permit for a ministerial project shall become effective ~~when issued by the permit authority~~on the date of permit application approval.
- B. Discretionary ~~Permit~~Project. ~~A discretionary permit required by this chapter~~The approval of a vineyard and orchard development or agricultural grading or drainage permit for a discretionary project shall become effective on the 11th day following the date of permit application approval ~~by the permit authority~~, provided that no appeal has been filed or direct review requested in compliance with Article 20.

Sec. ~~11.14.020~~36.14.030. - Time ~~L~~Iimits and ~~e~~Extensions.

A. Time limits.

~~31.~~ VESCO~~Vineyard and orchard development~~ permit. A VESCO~~vineyard and orchard development~~ permit shall expire five years from the effective date of the permit, unless an extension has been granted in writing in compliance with Subsection B. All work for which a VESCO~~vineyard and orchard development~~ permit is issued shall be completed and finalized prior to expiration of the permit or any extension granted pursuant to Subsection B.

~~12.~~ Agricultural G~~grading~~ permit. An agricultural grading permit shall expire three years from the effective date of the permit, unless an extension has been granted in writing in compliance with Subsection B, provided that the ~~permit authority~~agricultural commissioner may limit an agricultural grading permit to a lesser time period where the permit is required to abate dangerous or hazardous conditions. All work for which an agricultural grading permit is issued shall be completed and finalized prior to expiration of the permit or any extension granted pursuant to Subsection B.

~~23.~~ Agricultural D~~drainage~~ permit. An agricultural drainage permit shall expire three years from the effective date of the permit, unless an extension has been granted in writing in compliance with Subsection B, provided that the ~~permit authority~~agricultural commissioner may limit an agricultural drainage permit to a lesser time period where the permit is required to abate dangerous or hazardous conditions. All work for which an agricultural drainage permit is issued shall be completed and finalized prior to expiration of the permit or any extension granted pursuant to Subsection B.

- B. Extensions of time. Any permittee holding an unexpired ~~grading, drainage, or~~ VESCO~~vineyard and orchard development or agricultural grading or drainage~~ permit may apply for an extension of the time within which the work for which the permit is issued must be completed and finalized. The ~~permit authority~~agricultural commissioner may extend the expiration date of the permit for a period not exceeding 180 days per

extension request, where the permittee has requested the extension in writing and shown that a lawsuit, ~~permit authority staff~~ error, or other circumstances beyond the control of the permittee have prevented the work from being started or completed.

- C. ~~Changes in ownership. Any permittee holding a non-finaled grading, drainage, or VESCO permit shall notify the permit authority of any change in ownership of the site.~~ Tolling of time. Any permittee holding an unexpired vineyard and orchard development or agricultural grading or drainage permit may request a tolling of the time within which the work for which the permit is issued must be completed and finaled, where a lawsuit is brought in a court of competent jurisdiction involving the approval of the permit. Upon receipt of a request, the agricultural commissioner shall grant a stay for the period during which the litigation is pending, subject to the following limitations:
1. The stay may not be granted until the county is served with the initial petition or complaint. If the county is not a party to the litigation, the county must be served with a courtesy copy of the initial pleading.
 2. The stay may only be granted where the litigation is brought by opponents of the work to attack or overturn the approval.
- D. Effect of expiration. After the expiration of a ~~grading, drainage, or VESCO~~ vineyard and orchard development or agricultural grading or drainage permit ~~in compliance with Subsection A,~~ no further work shall be done on the site until a new ~~grading, drainage, or VESCO~~ permit is obtained.

Sec. ~~11.14.030~~36.14.040. - Performance of ~~w~~Work.

All work for which a ~~grading, drainage, or VESCO~~ vineyard and orchard development or agricultural grading or drainage permit is required shall be subject to the following requirements.

- A. Pre-construction consultation. The permittee and the ~~permit authority~~ agricultural commissioner shall have a pre-construction consultation prior to the commencement of the work.
- B. Responsibility for the work. The permittee ~~and the property owner~~ shall be responsible for ensuring that the work ~~to be~~ performed in compliance with the approved plans and specifications and the standards in Article 16.
- C. Notification of change in ownership. The permittee shall notify the agricultural commissioner of any change in ownership of the site prior to completion of the work.
- D. Inspection. The work shall be subject to inspection as required by the permit authority agricultural commissioner. Approval as a result of an inspection shall not be construed to be an approval of a violation of the provisions of this chapter or other provisions of this code. Inspections presuming to give authority to violate or cancel the provisions of this chapter or other provisions of this code shall not be valid.

1. Site access. The permittee shall provide adequate access to the site for inspection by inspectors designated by the permit authority agricultural commissioner during the performance of all work, and for a minimum of three years following after final inspection for purposes of monitoring all work performed and verifying compliance with this chapter.
2. Professional inspections and certifications. The permit authority agricultural commissioner may require professional inspections and certifications to verify proper completion of the work.
 - a. Type of inspections and certifications. The professional inspections and certifications may include, but shall not be limited to requiring: the permittee to provide a civil engineer, soils engineer, engineering geologist, professional biologist, professional geologist, registered professional forester, ~~wetlands biologist~~, or other professional to perform inspections of work in progress and to certify the proper completion of work; inspection and testing by an approved testing agency; or the submittal of periodic progress reports.
 - b. Notification of noncompliance. Where the use of a civil engineer, soils engineer, engineering geologist, professional biologist, professional geologist, registered professional forester, ~~wetlands biologist~~, or other professional is required, these personnel shall immediately report in writing to the permit authority agricultural commissioner and the permittee any instance of work not being done in compliance with this chapter, other applicable provisions of this code, the department's best management practices for agricultural erosion and sediment control, the approved plans and specifications, or any permit conditions, and shall also provide recommendations for corrective measures, if determined by the consultant to be necessary.
 - c. Transfer of responsibility for approval. If a required civil engineer, soils engineer, engineering geologist, professional biologist, professional geologist, registered professional forester, ~~wetlands biologist~~, or other professional is changed during the course of the work, the work shall be stopped until the permittee notifies the agricultural commissioner in writing of the change of professional and the replacement individual has notified the permit authority new professional notifies the agricultural commissioner in writing of their agreement to accept responsibility for approval of the completed work within the area of their technical competence.

DE. Field changes. After permit issuance, no change to the approved work shall occur without the prior written approval of the permit authority agricultural commissioner. If the permit authority agricultural commissioner determines that the changes are minor, the

changes shall be shown on the as-built plans. If the ~~permit authority~~agricultural commissioner determines that the changes are significant, a request for a modification to the approved plans and specifications shall be filed as provided in Section ~~11.12.010.C.236.12.020.D.2.~~

EF. Protection of utilities. As required by Government Code section 4216.2, the permittee shall contact the Underground Service Alert (USA) prior to starting any excavation that will be conducted in an area that is known, or reasonably should be known, to contain subsurface utility installations. Contact shall occur at least two working days, but not more than fourteen calendar days, before the excavation starts. If practical, the excavator shall delineate with white paint or other suitable markings the area to be excavated.

FG. Stop work orders. The ~~permit authority~~agricultural commissioner may order that any work performed contrary to the requirements of this chapter, other applicable provisions of this code, the approved plans and specifications, or any permit conditions, or any work that has otherwise become hazardous to property or the public, be immediately stopped. It shall be unlawful and a violation of this chapter for any person to resume work that was ordered to be stopped by the ~~permit authority~~agricultural commissioner, unless the ~~permit authority~~agricultural commissioner has required and the permittee has agreed to any necessary corrective measures, and the ~~permit authority~~agricultural commissioner has authorized resumption of the work in writing. A violation of a stop work order shall be punishable in compliance with Section ~~11.24.060.B36.24.080.B.~~

Sec. ~~11.14.04036.14.050.~~ - Completion of ~~w~~Work.

A. Final reports. Upon final completion of all work for which a ~~grading, drainage, or VESCO~~vineyard and orchard development or agricultural grading or drainage permit is required, the ~~permit authority~~agricultural commissioner may require the following plans and reports, supplements thereto, or other documentation, prepared by the appropriate professionals in the format required by the ~~permit authority~~agricultural commissioner. The ~~permit authority~~agricultural commissioner may also require such plans and reports at other stages of the work.

1. As-built plans. A set of as-built plans including original and finished contours at intervals acceptable to the ~~permit authority~~agricultural commissioner, parcel drainage patterns with directional arrows, and locations and elevations of all surface and subsurface drainage facilities, ~~and locations of all post-development storm water best management practices.~~
2. Testing records. A complete record of all field and laboratory tests, including the location and elevation of all field tests.
3. ~~Professional opinions. Professional opinions regarding slope stability, soil bearing capacity, and any other information pertinent to the adequacy of the site for its intended use.~~

4. —Declarations about completed work. Declarations by any civil engineer, soils engineer, engineering geologist, professional biologist, professional geologist, registered professional forester, ~~wetlands biologist~~, or other professional required by the permit authority agricultural commissioner pursuant to Section 11.14.030.C.236.14.040.D.2, that all work was done in ~~substantial~~ compliance with the approved plans and specifications and the recommendations ~~contained in any of~~ required ~~soils or other special reports, and in compliance with the approved plans and specifications.~~

B. Final inspection. No permittee shall be deemed to have complied with the provisions of this chapter until a final inspection of the work has been completed and approved by the permit authority agricultural commissioner. The permittee shall notify the permit authority agricultural commissioner when the work is ready for final inspection. ~~The permit authority shall final a permit when~~ Final approval shall not be given until all work has been completed in compliance with the approved plans and specifications, and all reports required by Subsection A have been submitted and accepted.

Article 16. - Standards.

Sec. ~~11.16.010~~36.16.010. - Purpose.

This article provides ministerial standards for the proper conduct of grading, drainage improvement, and vineyard and orchard ~~site~~ development and agricultural grading and drainage. All grading, drainage improvement, and vineyard and orchard ~~site~~ development subject to the provisions of this chapter and agricultural grading and drainage shall comply with the requirements of this article, regardless of whether a permit is required by this chapter.

Sec. ~~11.16.020~~. — ~~Dams and reservoirs.~~

A. —~~Dams and reservoirs subject to county jurisdiction. Dams and reservoirs within the county's jurisdiction shall be designed and constructed in compliance with the approved plans and specifications and the following requirements:~~

1. —~~Embankment design. Embankments shall be designed and constructed in compliance with the following requirements:~~
 - a. —~~Compaction. Embankments shall be compacted to a minimum of 90 percent of maximum dry density, as determined by ASTM D-1557, Modified Proctor.~~
 - b. —~~Embankment crest. The embankment crest shall have a minimum width of 10 feet, a minimum freeboard of 2 feet and slope toward the dam or reservoir at minimum of 50 units horizontal to 1 unit vertical (2 percent).~~

2. ~~Spillways. Dams and reservoirs 6 feet or more in height from existing grade shall have a spillway as an emergency outlet and shall be designed and constructed in compliance with the following requirements:
 - a. ~~Spillway design flood. The spillway design flood shall be in compliance with the Flood Control Design Criteria Manual, or superseding document, for a 100-year design discharge.~~
 - b. ~~Minimum freeboard. The minimum freeboard (vertical distance from spillway crest to dam or reservoir crest) shall be 2 feet.~~
 - c. ~~Minimum residual freeboard. The minimum residual freeboard (vertical distance from maximum reservoir stage for spillway design flood to dam or reservoir crest) shall be 1 foot.~~
 - d. ~~Downstream chute. The downstream chute of the spillway must not be over topped for the spillway design flood.~~
 - e. ~~Location. Unless otherwise recommended by a civil engineer or soils engineer, the spillway shall not be located over the dam or reservoir embankment.~~
 - f. ~~Spillway material. Unless otherwise recommended by a civil engineer or soils engineer, the spillway shall be paved with reinforced concrete not less than six inches in thickness.~~~~
3. ~~Outlets. Reservoirs shall include a low level outlet for emptying or lowering the reservoir in case of emergency and for inspection and maintenance of the dam or reservoir and appurtenances. Outlet conduits shall have an upstream control device (gate or valve), with a trash rack in front of control device, capable of controlling the discharge through all ranges of flow. Outlet conduits shall be designed for internal pressure equal to the full reservoir head and for superimposed embankment loads, acting separately. A low level outlet need not be provided where the reservoir floor is below grade and a pump capable of emptying or lowering the reservoir in case of emergency or for inspection and maintenance is installed.~~

~~B. Dams and reservoirs subject to state jurisdiction. Dams and reservoirs within the state's jurisdiction shall be designed and constructed in compliance with the requirements of the California Division of Safety of Dams, this chapter, and other applicable provisions of this code.~~

Sec. 11.16.04036.16.020. -- Agricultural Grading.

Agricultural grading shall be designed and constructed in compliance with the following requirements.

A. General. ~~Grading shall be designed and constructed in compliance with the following requirements.~~

1. Areas of grading. Grading shall be limited to the grading area identified and delineated on the approved plans and specifications.
2. Final contours. Contours, elevations, and shapes of finished surfaces shall be blended with adjacent natural terrain to achieve a consistent grade and natural appearance. Borders of cut slopes and fills shall be rounded off to a minimum radius of 5 feet to blend with the natural terrain.
3. MS4 permit. Where grading is within an MS4 permit boundary, the grading shall comply with the applicable standards and provisions of the MS4 permit.

B. Cuts. ~~Cuts shall be designed and constructed in compliance with the following requirements.~~

1. Slope. The slope of cut surfaces shall be no ~~steeper~~greater than 2 ~~units~~feet horizontal to 1 ~~unit~~foot vertical (50 percent), unless a soils report justifies a ~~steeper~~greater slope.
2. Terracing and drainage. Terracing and drainage of cuts shall be provided as required by Subsection D.

C. Fills. ~~Fills shall be designed and constructed in compliance with the following requirements.~~

1. Fill location. Fill shall not be placed on natural slopes ~~steeper~~greater than 2 ~~units~~feet horizontal to 1 ~~unit~~foot vertical (50 percent).
2. Surface preparation. Ground surfaces shall be prepared to receive fill by removing vegetation, topsoil, and other unsuitable materials, and scarifying the ground to provide a bond with the fill material.
3. Benching. Benching into sound bedrock or other competent material, as determined by a civil engineer, shall be required where existing grade is at a slope ~~steeper~~greater than 5 ~~units~~feet horizontal to 1 ~~unit~~foot vertical (20 percent) and the depth of the fill exceeds 5 feet. Benching shall be provided in accordance with Figure ~~11-136-1~~, subject also to the following requirements:
 - a. A key at least 10 feet in width and 2 feet in depth shall be installed.
 - b. The key shall be installed at least 1 foot into sound bedrock or other competent material.

- c. The area beyond the toe of the fill shall be sloped for sheet overflow or a non-erosive drain shall be provided.
- d. Cuts for benching and keys shall be accepted by a soils engineer as a suitable foundation for fill prior to the placement of the fill material.

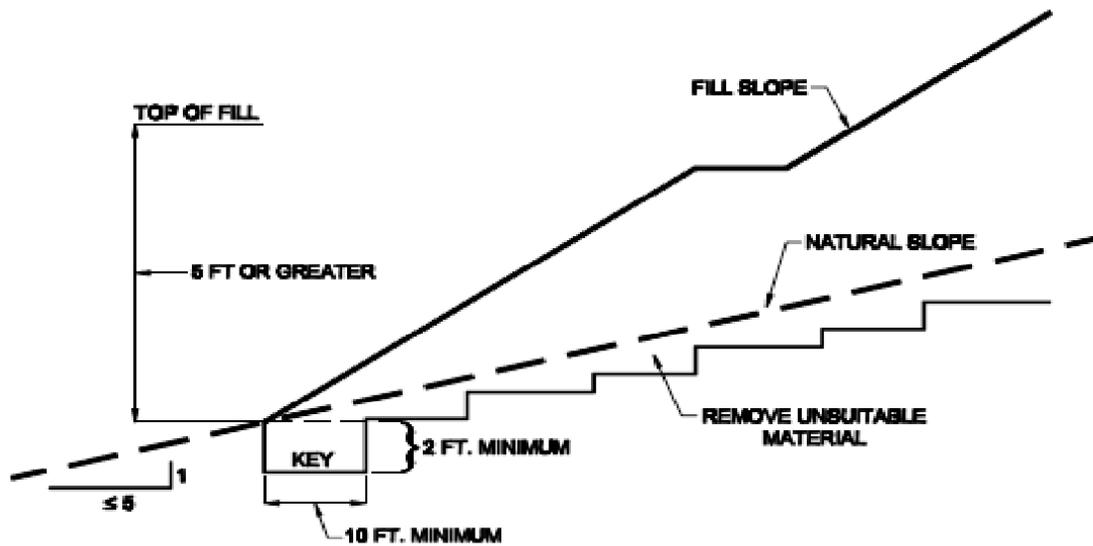


Figure 11-136-1 **Benching Details**

- 4. Fill material. Fill material shall not include organic, frozen, or other deleterious materials. No rock or similar irreducible material greater than 6 inches in any dimension shall be included in fills, except where a soils engineer devises a method of placement of larger rock, continuously inspects its placement, and approves fill stability, subject also to the following requirements:
 - a. Potential rock disposal areas shall be shown on the plans and specifications.
 - b. Rocks shall be placed so as to assure filling of all voids with well-graded soil.
- 5. Fill placement. Fills shall be constructed in lifts not exceeding 8 inches in depth. Completed fills shall be stable, well-integrated, and bonded to adjacent materials and the materials on which they rest. Fills shall be competent to support anticipated loads and be stable at the design slopes shown on the approved plans and specifications.
- 6. Compaction.

a. Fills ~~intended to support structures or surcharges.~~ Fills intended to support structures or surcharges below 30 inches from finished grade shall be compacted to a minimum of 90 percent of maximum dry density, as determined by ASTM D 1557, Modified Proctor, or as specified by a soils engineer.

b. Fills ~~not intended to support structures or surcharges.~~ Fills not intended to support structures or surcharges at or above 30 inches from finished grade shall be compacted ~~as follows:~~ to a minimum density necessary for the intended use or as specified by a soils engineer.

~~(1) Fills greater than 3 feet in depth shall be compacted to the density specified by a soils engineer.~~

~~(2) Fills no greater than 3 feet in depth shall be compacted to the density necessary for the intended use.~~

7. Slope. The slope of fill surfaces shall be no ~~steeper~~ greater than 2 ~~units~~ feet horizontal to 1 ~~unit~~ foot vertical (50 percent), unless a soils report justifies a ~~steeper~~ greater slope.

~~8. Limitation on fill in flood-prone urban area. No fill shall be placed in the flood-prone urban area, unless an analysis of pre-development and proposed post-development site topography demonstrates for no less than the design discharge in Section 11.16.030.C that natural and existing off-site drainage patterns will be maintained to the extent feasible and storm water will be carried to disposal location(s) that have capacity to accommodate the storm water without worsening existing drainage conditions on the site and adjacent properties.~~

~~98.~~ No net fill in flood-prone urban area or special flood hazard areas. No fill shall be placed in the flood-prone urban area or any special flood hazard area, unless prior to permit issuance an analysis comparing the pre-development and proposed post-development site topography demonstrates that no reduction in flood storage capacity within the special flood hazard area will result from the fill placement and related improvements, and prior to the permit being finalized an analysis comparing the pre-development and as-built topography confirms that no reduction in flood storage capacity within the special flood hazard area has resulted from the fill placement and related improvements.

~~109.~~ Terracing and drainage. Terracing and drainage of fills shall be provided as required by Subsection D.

D. Terracing and drainage of cuts and fills. Terracing and drainage of cuts and fills shall be designed and constructed to ensure the integrity of the cuts and fills. ~~The following requirements shall apply only to~~ Unless otherwise justified by a soils report, terracing and drainage of cuts and fills with surface slopes ~~steeper~~ greater than 3 ~~units~~ feet horizontal to

1 ~~unit~~foot vertical (33 percent) shall comply with the following requirements. Additional requirements applicable to the provision of drainage facilities and systems are established by Section ~~11.16.030~~36.16.030.B.

~~1. Agricultural grading. Terracing and drainage of cuts and fills for agricultural grading shall be designed by a civil engineer and constructed in compliance with the civil engineer's requirements.~~

~~2. Construction grading. Unless otherwise justified by a soils report, terracing and drainage of cuts and fills for construction grading shall conform to the following requirements.~~

a1. Terraces. Terraces shall be established on cut and fill slopes to control surface drainage and debris. Suitable access shall be provided to permit proper cleaning and maintenance of terraces.

~~(1)~~a. For cut and fill slopes up to 30 feet in vertical height, terraces need not be provided.

~~(2)~~b. For cut and fill slopes greater than 30 feet and up to 60 feet in vertical height, one terrace at least 6 feet in width shall be established at mid-height.

~~(3)~~c. For cut and fill slopes greater than 60 feet and up to 120 feet in vertical height, terraces at least 6 feet in width shall be established at not more than 30-foot intervals or one terrace at least 12 feet in width shall be established at mid-height.

~~(4)~~d. For cut and fill slopes greater than 120 feet in vertical height, terrace widths and spacing shall be designed by a civil engineer.

~~b2.~~ Terrace drainage.

~~(1)~~a. Swales or ditches. Swales or ditches shall be provided on terraces, and shall:

~~(a)~~1 Have a minimum gradient of 20 ~~units~~feet horizontal to 1 ~~unit~~foot vertical (5 percent);

~~(b)~~2 Be paved with reinforced concrete not less than three inches in thickness, or with other materials suitable to the application; and

~~(c)~~3 Have a minimum depth of 1 foot and a minimum width of 5 feet.

~~(2)~~b. Limitation on single run of swale or ditch. A single run of swale or ditch shall not collect runoff from a tributary area exceeding 13,500 square feet (projected) without discharging into a down drain.

e3. Subsurface drainage. Cut and fill slopes shall be provided with subsurface drainage as necessary for stability.

~~d. — Building pad drainage. Building pads shall have a drainage gradient of 50 units horizontal to 1 unit vertical (2 percent) toward approved drainage facilities.~~

e4. Surface interceptor drains. Surface interceptor drains shall be installed along the top of all cut and fill slopes receiving drainage from a tributary width greater than 40 feet, measured horizontally upslope. The drains shall be paved with reinforced concrete not less than three inches in thickness, or with other materials suitable to the application. The drains shall be designed in compliance with the Flood Control Design Criteria Manual, or superseding document, for ~~at~~ 100-year design discharge. This surface interceptor drains requirement shall not apply to outslope constructed roadways designed to prevent the concentration of stormwater runoff, provided that the stability of the cut and fill slope is maintained.

E. Setbacks. Cut and fill slopes shall be set back from property lines in compliance with the following requirements. Setback dimensions shall be measured perpendicular to the property line and shall be as shown in Figure ~~H-236-2~~.

1. Top of slope. The setback at the top of a slope shall be not be less than that shown in Figure ~~H-236-2~~, or than is required to accommodate any required surface interceptor drains, whichever is greater.

2. Toe of slope. The setback at the toe of a slope shall not be less than that shown in Figure ~~H-236-2~~.

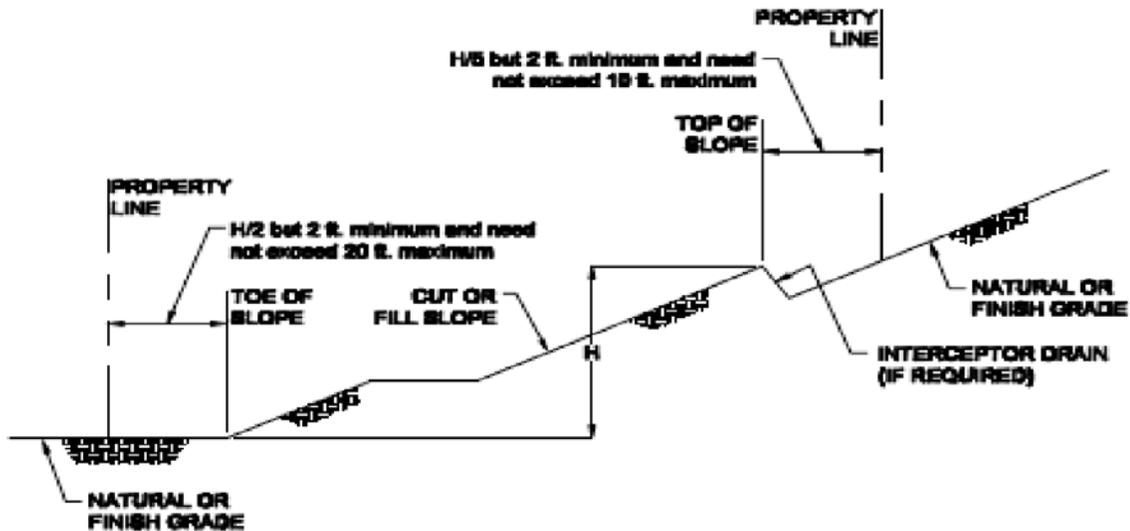


Figure 11-236-2 Cut and Fill Slope Setback Requirements

- F. Protection of footings, buildings, and structures. Footings that may be affected by any excavation shall be underpinned or otherwise protected against settlement and shall be protected against lateral movement. Fills or other surcharge loads shall not be placed adjacent to any building or structure unless the building or structure is capable of withstanding the additional loads caused by the fill or surcharge. The rights of adjacent affected property owners shall be as set forth in Civil Code section 832.

Sec. 11.16.03036.16.030. - Drainage.

- A. ~~Management of storm water. Grading, drainage improvement, and vineyard and orchard site development shall include the drainage facilities or other methods necessary to manage storm water in compliance with the permit authority's best management practices guide.~~
- B. ~~Natural and existing drainage patterns and runoff. Grading, drainage improvement, and vineyard and orchard site development and agricultural grading and drainage shall be designed and constructed to maintain natural and existing drainage patterns. Post-development stormwater runoff for construction grading and construction drainage improvement shall not exceed pre-development runoff using the calculation methodologies in the Storm Water Low Impact Development Technical Design Manual, or superseding document, or equivalent calculation methodologies. Post-development runoff for agricultural grading, agricultural drainage improvement, and vineyard and orchard site development shall be limited in compliance with the permit authority's department's best management practices guide for agricultural erosion and sediment control.~~
- CB. Design and construction of drainage facilities and systems.

1. Except as ~~otherwise~~ provided in Subsection ~~CB.2~~, drainage facilities and systems shall be designed and constructed in compliance with the Flood Control Design Criteria Manual, or superseding document, and the department's best management practices for agricultural erosion and sediment control for no less than ~~a 10-~~the 25-year design discharge.
2. ~~Drainage facilities for vineyard and orchard site development~~Stream crossings shall be designed and constructed ~~in compliance with the permit authority's best management practices guide~~ for no less than ~~a 25-~~the 100-year design discharge.
3. Drainage facilities required for cuts and fills are also subject to ~~the requirements of Section 11.16.040.D~~36.16.020.D.

DC. Disposal of stormwater runoff. Drainage facilities and systems shall ~~carry~~convey stormwater runoff to ~~the nearest practicable~~ disposal locations that maximize infiltration and minimize erosion, and shall dissipate the energy or diffuse the flow prior to releasing the stormwater runoff to any setback area or off the site.

ED. ~~Prevention of soil loss~~Limit erosion. Drainage facilities and systems shall ~~prevent or minimize soil loss through the use of storm drain culverts (pipes), storm drain inlets and outlets, storm drain outfalls, energy dissipators, flow dispersion, check dams, rolling dips, critical dips, proper location and sizing of culverts, revegetation of exposed or disturbed slopes, minimizing cross drains through road outcropping, minimizing the use of artificial slopes, and other best management practices referenced or detailed in the permit authority's~~ limit erosion in compliance with the department's best management practices guide for agricultural erosion and sediment control.

Sec. ~~11.16.050~~36.16.040. Protection of ~~h~~Human ~~r~~Reains and ~~a~~Archaeological ~~r~~Resources.

~~In the event that~~Where human remains or archaeological resources are discovered during ~~grading, drainage improvement, and vineyard and orchard site development~~ and agricultural grading and drainage, all work shall be halted in the vicinity of the find, the ~~permit authority~~agricultural commissioner shall be notified, and the following shall occur before work may be resumed:

- A. Human remains. If human remains or suspected human remains are discovered, the permittee ~~or the property owner~~ shall notify the county coroner and comply with all state law requirements, including Health and Safety Code section 7050.5 and Public Resources Code section 5097.98, to ensure proper disposition of the human remains or suspected human remains, including those identified to be Native American remains.
- B. Archaeological resources. If archaeological resources or suspected archaeological resources are discovered, the ~~permit authority~~agricultural commissioner shall notify the State Historic Preservation Officer and the Northwest Information Center at Sonoma State University, and the permittee ~~or the property owner~~ shall retain a qualified

archeologist to evaluate the find to ensure proper disposition of the archaeological resources or suspected archaeological resources. All costs associated with the evaluation and mitigation of the find shall be the responsibility of the permittee ~~or the property owner~~. The ~~permit authority~~agricultural commissioner shall provide notice of the find to any tribes that have been identified as having cultural ties and affiliation with the geographic area in which the archaeological resources or suspected archaeological resources were discovered, if the tribe or tribes have requested notice and provided a contact person and current address to which the notice is to be sent. The ~~permit authority~~agricultural commissioner may consult with and solicit comments from notified tribes to aid in the evaluation, protection, and proper disposition of the archaeological resources or suspected archaeological resources. The need for confidentiality of information concerning the archaeological resources or suspected archaeological resources shall be recognized by all parties. For the purposes of this section, archaeological resources include historic or prehistoric ruins, burial grounds, pottery, arrowheads, midden, or culturally modified soil deposits. Artifacts associated with prehistoric ruins include humanly modified stone, shell, bone, or other cultural materials such as charcoal, ash, and burned rock indicative of food procurement or processing activities. Prehistoric domestic features include hearths, fire pits, or floor depressions; mortuary features are typically represented by human skeletal remains.

Sec. ~~11.16.060~~36.16.050. Protection of ~~w~~Watercourses.

~~Grading, drainage improvement, and v~~Vineyard and orchard ~~site~~ development and agricultural grading and drainage within, adjacent to, or involving the alteration of watercourses shall comply with the provisions of Article II (Water Clarity) of Chapter 23 of this code, any necessary state and federal permits, approvals, or authorizations, and the following requirements.

- A. Flood carrying capacity. The flood carrying capacity of any altered or relocated portion of a watercourse shall be maintained.
- B. Obstruction of watercourses. Watercourses shall not be obstructed unless an alternate drainage ~~facilities~~facility complying with Section ~~11.16.030~~36.16.030.B ~~are~~is installed.
- C. Fills within watercourses. Fills placed within watercourses shall ~~comply with Section 11.16.140~~have protection against erosion.
- D. Streams in closed conduits. Except for stream crossings, streams shall not be placed in closed conduits. Stream crossings shall be limited to the minimum width necessary to cross the stream.
- E. Heavy equipment. Heavy equipment shall not cross or disturb channels of actively flowing streams ~~without~~unless best management practices referenced or detailed in the ~~permit authority's~~department's best management practices ~~guide~~for agricultural erosion and sediment control are in place.

- E. Materials storage. ~~Excavated materials and soil amendment and fertilizing materials that could contribute to pollution~~ shall not be deposited or stored in or adjacent to a watercourse ~~where they can be washed away by high water or storm runoff.~~

Sec. ~~11.16.070~~36.16.060. - Removal of ~~¶~~Trees and ~~o~~Other ~~¶~~Vegetation.

~~Grading, drainage improvement, and vineyard and orchard site development and agricultural grading and drainage~~ shall not remove or disturb trees and other vegetation except in compliance with the ~~permit authority's department's~~ best management practices ~~guide for agricultural erosion and sediment control~~ and the approved plans and specifications. ~~Grading, drainage improvement, and vineyard and orchard site development and agricultural grading and drainage~~ shall be conducted in compliance with the following requirements.

- A. The limits of ~~grading, drainage improvement, and vineyard or orchard site development~~work-related ground disturbance shall be clearly identified and delineated on the approved plans and specifications and defined and marked on the site to prevent damage to surrounding trees and other vegetation.
- B. Trees and other vegetation within the limits of ~~grading, drainage improvement, or vineyard or orchard site development~~work-related ground disturbance that are to be retained shall be identified and protected from damage by marking, fencing, or other measures.

~~Removal or disturbance of trees and other vegetation for grading, drainage improvement, and vineyard and orchard site development are also subject to the requirements of Section 11.16.170. Removal of trees for vineyard and orchard site development for vineyard and orchard planting is also subject to the prohibitions in Section 11.18.040.~~

~~Sec. 11.16.080. -- Revegetation.~~

~~Grading, drainage improvement, and vineyard and orchard site development shall replant disturbed surfaces in compliance with the approved plans and specifications and the following requirements.~~

- ~~A. Preparation for revegetation. Topsoil removed from the surface in preparation for grading, drainage improvement, and vineyard and orchard site development shall be stored on or near the site and protected to prevent soil loss while the work is underway. Topsoil shall not be stored on top of root systems of trees intended to be preserved.~~
- ~~B. Methods of revegetation. Mulching, seeding, planting of groundcover, shrubs, or trees, or other suitable stabilization measures shall be used to protect exposed soil to minimize soil loss, and to maximize slope stability. Use of drought tolerant, fire resistant native plant species is encouraged; use of invasive plant species identified in the permit authority's best management practices guide is prohibited.~~

~~C. Timing of temporary revegetation measures. Temporary revegetation shall be installed as soon as practical after vegetation removal, but in all cases prior to:~~

- ~~1. October 1 for all construction grading and construction drainage improvement;~~
- ~~2. October 15 for all agricultural grading, agricultural drainage improvement, and initial vineyard and orchard site development work for vineyard and orchard planting; and~~
- ~~3. November 15 for all initial vineyard and orchard site development work for vineyard and orchard replanting.~~

~~D. Timing of permanent revegetation measures. Permanent revegetation or landscaping shall be installed prior to final inspection.~~

Sec. ~~11.16.090~~36.16.070. Setbacks for ~~a~~Areas of ~~s~~Slope ~~i~~Instability.

~~Where tree removal is involved, v~~Vineyard and orchard ~~site~~ development ~~for vineyard and orchard planting~~ shall be set back from areas of slope instability in compliance with the requirements in Table ~~11-536-4~~, ~~unless the area is repaired in compliance with this chapter or an engineering geologist determines that the area is suitable for new planting or replanting. Trees and other vegetation shall be retained in setback areas in compliance with the permit authority's best management practices guide. Vegetative filter strips may be installed in setback areas in compliance with the permit authority's best management practices guide. Grassy avenues and turnarounds for vineyards and orchards may be located within vegetative filter strips in compliance with the permit authority's best management practices guide.~~ Setback areas for areas of slope instability shall be managed in compliance with the department's best management practices for agricultural erosion and sediment control.

Table ~~11-536-4~~ – Area of Slope Instability Setback Requirements

Location	Setback
Below and lateral to area of slope instability	50 feet from the delineated <u>mapped</u> edge, unless an engineering geologist recommends a different setback
Above area of slope instability	100 feet from the delineated <u>mapped</u> edge, unless an engineering geologist recommends a different setback

Sec. ~~11.16.100~~36.16.080. – Setbacks for ~~l~~Lakes and ~~p~~Ponds.

~~Grading and v~~Vineyard and orchard ~~site~~ development ~~and agricultural grading~~ shall be set back from lakes and ponds in compliance with the requirements in Table ~~11-636-5~~, ~~unless stricter requirements are established in a~~ greater setback is required by the general plan, local coastal

plan, or zoning code. ~~Trees and other vegetation shall be retained in setback areas in compliance with the permit authority’s best management practices guide. Vegetative filter strips may be installed in setback areas in compliance with the permit authority’s best management practices guide. Grassy avenues and turnarounds for agricultural crops may be located within vegetative filter strips in compliance with the permit authority’s best management practices guide. This setback requirement shall not apply to grading for drainage facilities; trails; public projects; resource conservation, restoration, or enhancement projects; or lake or pond maintenance.~~ Setback areas for lakes and ponds shall be managed in compliance with a biotic resource assessment or focused species assessment, if applicable, and the department’s best management practices for agricultural erosion and sediment control.

Table 11-636-5 – Lake and Pond Setback Requirements

Type of Water Body	Setback
Lake	50 feet from the high water mark, unless the area slopes away from the lake and the grading or vineyard or orchard site development will not compromise the structural integrity of the lake.
Pond	50 feet from the high water mark, unless the area slopes away from the pond and the grading or vineyard or orchard site development will not compromise the structural integrity of the pond.

<u>Setback for New Vineyard and Orchard Planting</u>	<u>Setback for Vineyard and Orchard Replanting</u>	<u>Setback for Agricultural Grading</u>
<u>50 feet from the high water mark, unless a biotic resource assessment recommends a different setback</u>	<u>Existing setback from the high water mark or 25 feet from the high water mark, whichever is greater, unless a focused species assessment recommends a greater setback</u>	<u>50 feet from the high water mark</u>

Sec. 36.16.090. – Setbacks for Reservoirs.

Vineyard and orchard development and agricultural grading shall be setback from reservoirs in compliance with the requirements in Table 36-6, unless a greater setback is required by the general plan, local coastal plan, or zoning code. Setback areas for reservoirs shall be managed in compliance with the department’s best management practices for agricultural erosion and sediment control.

Table 36-6 – Reservoir Setback Requirements

<u>Setback for Vineyard and Orchard Development</u>	<u>Setback for Agricultural Grading</u>
<u>25 feet from the high water mark, unless a civil engineer recommends a different setback</u>	<u>50 feet from the high water mark</u>

Sec. ~~11.16.110~~36.16.100. - Setbacks for ~~r~~Ridgetops

Where tree removal is involved, ~~vineyard and orchard site development for~~new vineyard and orchard planting on ridgetops shall be set back 50 feet from the delineated slope break of descending natural slopes ~~steeper~~greater than 50 percent for more than 50 feet in slope length. ~~Trees and other vegetation shall be retained in setback areas in compliance with the permit authority's best management practices guide. Vegetative filter strips may be installed in setback areas in compliance with the permit authority's best management practices guide. Grassy avenues and turnarounds for vineyards and orchards may be located within vegetative filter strips in compliance with the permit authority's best management practices guide.~~Setback areas for ridgetops shall be managed in compliance with the department's best management practices for agricultural erosion and sediment control.

Sec. ~~11.16.120~~36.16.110. - Setbacks for ~~s~~Streams.

~~Grading and v~~Vineyard and orchard ~~site~~development and agricultural grading shall be set back from streams in compliance with the requirements in Table ~~11-736-7~~, unless ~~stricter requirements are established in a greater setback is required by~~ the general plan, local coastal plan, or zoning code. ~~Trees and other vegetation shall be retained in setback areas in compliance with the permit authority's best management practices guide. Vegetative filter strips may be installed in setback areas in compliance with the permit authority's best management practices guide. Grassy avenues and turnarounds for agricultural crops may be located within vegetative filter strips in compliance with the permit authority's best management practices guide. The setback requirements in Table 11-7 shall not apply to grading for bridges, stream crossings, and approaches; dams and reservoirs; drainage facilities; trails; public projects; resource conservation, restoration, or enhancement projects; or stream bank restoration or stabilization.~~Setback areas for streams shall be managed in compliance with a biotic resource assessment or focused species assessment, if applicable, and the department's best management practices for agricultural erosion and sediment control.

Table ~~11-736-6~~ - Stream Setback Requirements

~~Grading and Vineyard and Orchard Site Development for~~ Vineyard and Orchard Planting

Type of Stream	Soils on Planting Area	Natural Slope of Planting Area	Setback
Designated Stream	No highly erodible soils	Slope is no steeper than 15 percent	25 feet from the top of bank

Designated Stream	No highly erodible soils	Slope is steeper than 15 percent	50 feet from the top of bank
Designated Stream	Any highly erodible soils	Slope is no steeper than 10 percent	25 feet from the top of bank
Designated Stream	Any highly erodible soils	Slope is steeper than 10 percent	50 feet from the top of bank
Undesignated Stream	Not applicable	Not applicable	25 feet from the top of bank

Vineyard and Orchard Site Development for ~~Vineyard and Orchard~~ Replanting

Type of Stream	Soils on Replanting Area	Natural Slope of Replanting Area	Setback
Designated stream	Not applicable	Not applicable	25 feet from the top of bank
Undesignated stream	Not applicable	Not applicable	25 feet from the top of bank

<u>Type of Stream</u>	<u>Setback for New Vineyard and Orchard Planting</u>	<u>Setback for Vineyard and Orchard Replanting</u>	<u>Setback for Agricultural Grading</u>
<u>Blue-line Stream</u>	<u>Setback required by the zoning code, unless a biotic resource assessment recommends a greater setback</u>	<u>Existing setback from the top of the higher bank or 25 feet from the top of the higher bank, whichever is greater, unless a focused species assessment recommends a greater setback</u>	<u>25 feet from the top of the higher bank</u>
<u>All other Streams</u>	<u>25 feet from the top of the higher bank, unless a biotic resource assessment recommends a greater setback</u>	<u>25 feet from the top of the higher bank, unless a focused species assessment recommends a greater setback</u>	<u>25 feet from the top of the higher bank</u>

Sec. ~~11.16.130~~36.16.120. - Setbacks for ~~w~~Wetlands.

~~Grading, drainage improvement, and vineyard and orchard site development and agricultural grading shall be set back from wetlands in compliance with the requirements in Table 11-836-7, unless stricter requirements are established in a greater setback is required by the general plan, local coastal plan, or zoning code. Trees and other vegetation shall be retained in setback areas in compliance with the permit authority's best management practices guide. Vegetative filter strips may be installed in setback areas in compliance with the permit authority's best management practices guide. Grassy avenues and turnarounds for agricultural crops may be located within vegetative filter strips in compliance with the permit authority's best management practices guide. Setback areas for wetlands shall be managed in compliance with the wetland delineation study or wetland assessment, as applicable, and the department's best management practices for agricultural erosion and sediment control. The setback requirements in this section shall not apply where all necessary state and federal permits, approvals, or authorizations to fill the wetlands are obtained, or the vineyard or orchard development or agricultural grading is exempt from such requirements.~~

Table 11-836-7 - Wetlands Setback Requirements

Type of Wetlands	Setback
Designated <u>Wetlands designated in the zoning code</u>	100 feet from the delineated edges <u>wetland boundary</u>
Undesignated <u>All other wetlands</u>	50 feet from the delineated edges <u>assessed wetland boundary</u> , unless at <u>the</u> wetlands biologist <u>assessment</u> recommends a different setback

Sec. 11.16.14036.16.130. - Soil and other pollutant discharges.

~~Grading, drainage improvement, and vineyard and orchard site development shall be designed and conducted in compliance with the following requirements.~~

- A. During the work. Vineyard and orchard development and agricultural grading and drainage shall prevent or control ~~S~~soil and other pollutant discharges ~~shall be prevented or controlled~~ during the work through the use of best management practices ~~in compliance with~~ referenced or detailed in the ~~permit authority's~~ department's best management practices ~~guide~~ for agricultural erosion and sediment control.
- B. ~~Prior to final inspection~~ During qualifying rain events. ~~Disturbed surfaces shall be revegetated prior to final inspection as provided by Section 11.16.090, unless covered with impervious or other improved surfaces authorized by the approved plans and specifications, and permanent best management practices referenced or detailed in the permit authority's best management practices guide shall be installed to control soil and other pollutant discharges~~ Vineyard and orchard development and agricultural grading

and drainage shall prevent or control soil and other pollutant discharges during qualifying rain events by implementing erosion prevention or control measures referenced or detailed in the department's best management practices for agricultural erosion and sediment control at least 48 hours prior to any qualifying rain event, unless the site has been winterized pursuant to Section 36.16.150.

- C. Post-development. Vineyard and orchard development and agricultural grading and drainage shall be designed to limit Ppost-development soil and other pollutant discharges shall not exceed pre-development discharges in compliance with Section 11.16.030.B and the permit authority's in compliance with the department's best management practices guide for agricultural erosion and sediment control.

~~Sec. 11.16.150. – Sprinkler frost protection systems.~~

~~Sprinkler frost protection systems shall be designed and installed in compliance with the permit authority's best management practices guide and the approved plans and specifications.~~

~~Sec. 11.16.160. – Storm water best management practices.~~

~~Grading, drainage improvement, and vineyard and orchard site development shall be conducted in compliance with the following requirements.~~

- A. ~~— Rainy season. During the rainy season, storm water best management practices referenced or detailed in the permit authority's best management practices guide shall be implemented and functional on the site at all times.~~
- B. ~~— Non-rainy season. During the non-rainy season, on any day when the National Weather Service forecast is a chance of rain of 30 percent or greater within the next 24 hours, storm water best management practices referenced or detailed in the permit authority's best management practices guide shall be implemented and functional on the site if necessary to prevent soil and other pollutant discharges.~~

~~Sec. 11.16.170~~36.16.140. - Work during the rainy season.

~~Grading, drainage improvement, and v~~Vineyard and orchard site development and agricultural grading and drainage shall only be conducted in compliance with the following requirements during the rainy season (the period from October 1 through April 30)permitted during the rainy season as follows:

A. New vineyard and orchard planting.

1. Initial new planting work shall be permitted between October 1 and October 14 and April 1 and April 30 when on-site soil conditions permit the work to be performed in compliance with this article and the department's best management practices for agricultural erosion and sediment control, and the erosion prevention or control measures required by Section 36.16.130.B are implemented, if

applicable. Initial new planting work shall be prohibited between October 15 and March 31, except for emergency work to protect life or property, or to implement erosion prevention or control measures.

2. Final new planting work shall be permitted during the rainy season when on-site soil conditions permit the work to be performed in compliance with this article and the department's best management practices for agricultural erosion and sediment control.

B. Vineyard and orchard replanting.

1. Initial replanting work shall be permitted between October 1 and November 14 and April 1 and April 30 when on-site soil conditions permit the work to be performed in compliance with this article and the department's best management practices for agricultural erosion and sediment control, and the erosion prevention or control measures required by Section 36.16.130.B are implemented, if applicable. Initial replanting work shall be prohibited between November 15 and March 31, except for emergency work to protect life or property, or to implement erosion prevention or control measures.

2. Final replanting work shall be permitted during the rainy season when on-site soil conditions permit the work to be performed in compliance with this article and the department's best management practices for agricultural erosion and sediment control.

C. Agricultural grading and drainage. Agricultural grading and drainage shall be permitted between October 1 and October 14 and April 1 and April 30 when on-site soil conditions permit the work to be performed in compliance with this article and the department's best management practices for agricultural erosion and sediment control, and the erosion prevention or control measures required by Section 36.16.130.B are implemented, if applicable. Agricultural grading and drainage shall be prohibited between October 15 and March 31, except for emergency grading or drainage alteration.

~~A. Construction grading and construction drainage improvement. Construction grading and construction drainage improvement shall be permitted during the rainy season only when on-site soil conditions permit the work to be performed in compliance with this article and the storm water best management practices required by Section 11.16.160 are maintained. The area of erodible land exposed at any one time during the work shall not exceed 1 acre or 20 percent of the site, whichever is greater, and the time of exposure shall be minimized to the maximum extent practicable.~~

~~B. Agricultural grading, agricultural drainage improvement, and vineyard and orchard site development.~~

- ~~1. Agricultural grading, agricultural drainage improvement, and initial vineyard and orchard site development work for vineyard and orchard planting shall not be~~

~~permitted during the rainy season, except between October 1 and October 15 and between April 1 and April 30, and only when on-site soil conditions permit the work to be performed in compliance with this article and the storm water best management practices required by Section 11.16.160 are maintained.~~

- ~~2. Initial vineyard and orchard site development work for vineyard and orchard replanting shall not be permitted during the rainy season, except between October 1 and November 15 and between April 1 and April 30, and only when on-site soil conditions permit the work to be performed in compliance with this article and the storm water best management practices required by Section 11.16.160 are maintained.~~
- ~~3. Final vineyard and orchard site development work for vineyard and orchard planting and replanting shall be permitted during the rainy season only when on-site soil conditions permit the work to be performed in compliance with this article and the storm water best management practices required by Section 11.16.160 are maintained.~~

Sec. 36.16.150. – Winterization.

A. Requirements. Vineyard and orchard development and agricultural grading and drainage sites shall be winterized in compliance with the department’s best management practices for agricultural erosion and sediment control, the approved plans and specifications, and the following requirements each year until the vineyard and orchard development or agricultural grading or drainage permit is finalized.

1. A cover crop referenced or detailed in the department’s best management practices for agricultural erosion and sediment control shall be either:
 - a. Established on all disturbed surfaces by the installation date specified in Subsection A.2; or
 - b. Planted and straw mulch applied at the rate of 2 tons per acre on all disturbed surfaces by the installation date specified in Subsection A.2.
2. Cover crops shall be installed by:
 - a. October 15 for all of the following:
 - (1) Initial and final new planting work;
 - (2) Final replanting work; and
 - (3) Agricultural grading and drainage.
 - b. November 15 for initial replanting work.

3. After installation, cover crops shall be maintained through March 31.

B. Declaration. The permittee shall submit a declaration to the agricultural commissioner within 15 days following the installation date specified in Subsection A.2 each year until the vineyard and orchard development or agricultural grading or drainage permit is finalized certifying that all of winterization measures required by the department's best management practices for agricultural erosion and sediment control, the approved plans and specifications, and this section have been properly installed on the site.

Article 18. - Prohibited Activities.

Sec. ~~11.18.010~~36.18.010. - Purpose.

This article establishes prohibitions against certain ~~agricultural grading and~~ vineyard and orchard ~~site~~ development and agricultural grading.

Sec. ~~11.18.030~~36.18.020. - Prohibited ~~v~~Vineyard and ~~o~~Orchard ~~site d~~site ~~d~~evelopment.

A. Fill slopes supporting structures or surcharges. Vineyard and orchard development shall be prohibited on fill slopes supporting structures or surcharges, unless an engineering geologist determines that the fill slope is suitable for new planting or replanting.

B. Natural slopes greater than 50 percent. ~~Vineyard and orchard site development for New~~ vineyard and orchard planting shall be prohibited on natural slopes ~~steeper~~greater than 50 percent.

C. Removal of existing contiguous riparian vegetation. Vineyard and orchard development shall be prohibited from removing existing contiguous riparian vegetation within 200 feet of the higher bank of blue-line streams.

D. Removal of trees. New vineyard and orchard planting shall be prohibited from removing trees on natural slopes greater than 40 percent with non-cohesive soil.

Sec. ~~11.18.020~~36.18.030. - Prohibited agricultural grading.

~~Natural slopes greater than 50 percent.~~ Agricultural grading to prepare new cropland for ~~agricultural crop production~~ shall be prohibited on natural slopes ~~steeper~~greater than 50 percent.

~~Sec. 11.18.040. - Prohibited removal of trees for vineyard and orchard site development.~~

~~Removal of trees for vineyard and orchard site development for vineyard and orchard planting shall be prohibited on natural slopes steeper than 40 percent with cohesionless soils, and on areas of slope instability unless the area is repaired in compliance with this chapter.~~

Article 20. – Appeals and Direct Review.

Sec. ~~11.20.010~~36.20.010. – Purpose.

This article establishes procedures for the appeal and review and direct review of certain decisions of the ~~permit authority on discretionary permit applications~~agricultural commissioner.

Sec. 36.20.020. – Appeal and Direct Review Subjects and Jurisdiction.

Decisions of the agricultural commissioner on discretionary projects may be appealed to and/or directly reviewed by the board of supervisors. All other decisions of the agricultural commissioner under this chapter shall be final, subject only to judicial review.

Sec. ~~11.20.020~~36.20.030. – Filing and Processing of Appeals.

- A. ~~Appeal subjects and jurisdiction. A decision of the permit authority approving or denying a discretionary permit application may be appealed to the board of supervisors.~~
- ~~B.~~ B. Eligibility. An appeal in compliance with this article may be filed by any interested person.
- ~~C.~~ C. Timing and form of appeal. An appeal shall be submitted in writing and filed with the ~~permit authority~~department on a county appeal form within 10 calendar days following the decision that is the subject of the appeal. The appeal shall specifically state the pertinent facts and the basis for the appeal, and shall be accompanied by the required filing fee.
- ~~D.~~ D. Effect of filing appeal. The filing of an appeal in compliance with this article shall stay the effective date of the decision that is the subject of the appeal until the board of supervisors has acted upon the appeal.
- ~~E.~~ E. Report and scheduling of hearing. When an appeal has been filed, the ~~permit authority~~agricultural commissioner shall prepare a report on the matter, and schedule the matter for a public hearing by the board of supervisors. The hearing shall be de novo. Notice of the hearing shall be provided, and the hearing shall be conducted, in compliance with Article 22. Any interested person may appear and be heard at the hearing.
- ~~F.~~ F. Decision. At the hearing on the appeal, the board of supervisors may consider any issue involving the matter that is the subject of the appeal, in addition to the specific grounds for the appeal. After the hearing, the board of supervisors may affirm, affirm in part, modify, or reverse the decision that is the subject of the appeal.
- ~~G.~~ G. Effective date of appeal decision. A decision by the board of supervisors on an appeal is final and shall be effective on the date of the decision.

HG. Withdrawal of appeal. After filing, an appeal may not be withdrawn except with the consent of the board of supervisors.

Sec. ~~11.20.030~~36.20.040. – Board ~~d~~Direct ~~r~~Review.

~~This Section provides procedures for the board of supervisors, upon its own initiative, to review the decisions of the permit authority on discretionary permit applications.~~

- A. Request for direct review. Any member of the board of supervisors may request the board of supervisors, upon its own initiative, to review athe decision of the ~~permit authority approving or denying agricultural commissioner on~~ a discretionary ~~permit application~~project.
- B. Timing and form of request for direct review. A request for direct review shall be made orally at a board of supervisors meeting, or filed in writing or by e-mail with the clerk of the board of supervisors, before the expiration of the appeal period for the decision that is the subject of the request. A request for direct review need not state the reasons for the request. A request for direct review shall not be deemed to be an allegation of any flaw in or a pre-judgment of the decision of the ~~permit authority~~agricultural commissioner.
- C. Effect of request for direct review. A request for direct review shall stay the effective date of the decision that is the subject of the request until the board of supervisors takes action in compliance with Subsection D, below, and, if applicable, until the board of supervisors takes action in compliance with Subsection F, below. The stay shall not extend the time for filing an appeal of the decision that is the subject of the request.
- D. Consideration of request for direct review. A request for direct review shall be considered by the board of supervisors at a public meeting.
 - 1. If the board of supervisors approves the request for direct review, the board of supervisors shall assume jurisdiction over the matter and take action in compliance with Subsection F.
 - 2. If the board of supervisors denies the request for direct review, the decision of the ~~permit authority~~agricultural commissioner shall stand, unless an appeal of the decision was timely filed in compliance with this article.
- E. Report and scheduling of hearing. When a request for direct review has been approved, the ~~permit authority~~agricultural commissioner shall prepare a report on the matter, and schedule the matter for a public hearing by the board of supervisors. The hearing shall be de novo. Notice of the hearing shall be provided, and the hearing conducted, in compliance with Article 22. Any interested person may appear and be heard at the hearing.
- F. Decision. At the hearing on the direct review, the board of supervisors may consider any issue involving the matter that is the subject of the direct review. After the hearing, the

board of supervisors may affirm, affirm in part, modify, or reverse the decision of the permit authority that is the subject of the direct review.

- G. Effective date of direct review decision. A decision by the board of supervisors on a direct review is final and shall be effective on the date of the decision.
- H. Participation by initiator of request for direct review. Any member of the board of supervisors who initiates a request for direct review may fully participate in determining whether to approve the request and, if the request is approved, in hearing and deciding upon the matter, including the right to vote, unless actual bias or prejudice is otherwise shown.
- I. Withdrawal of request for direct review. After filing, a request for direct review may not be withdrawn except with the consent of the board of supervisors.

Sec. ~~11.20.04~~36.20.050. - Simultaneous ~~a~~App~~eal~~ and ~~d~~Direct ~~r~~Review.

When ~~at~~the decision of the ~~permit authority approving or denying agricultural commissioner on~~ a discretionary ~~permit application project~~ is both appealed and jurisdiction is taken by the board of supervisors through direct review, both the appeal and the direct review shall be heard and considered concurrently.

Article 22. - Public Hearings.

Sec. ~~11.22.01~~36.22.010. – Purpose.

This article provides procedures for public hearings by the board of supervisors required by this chapter. When a public hearing is required, advance notice of the hearing shall be given, and the hearing shall be conducted, in compliance with this article.

Sec. ~~11.22.02~~36.22.020. - Notice of ~~h~~Hearing.

When this chapter requires a public hearing by the board of supervisors before a decision on a matter, the public shall be provided notice of the hearing in compliance with Government Code sections 65090, 65091, and 65094, and Public Resources Code section 21000 et seq. The failure of any person or entity to receive notice given pursuant to this section shall not constitute grounds for any court to invalidate the actions of the board of supervisors, provided that there has been substantial compliance with the requirements of this section.

Sec. ~~11.22.03~~36.22.030. - Hearing ~~p~~Procedures.

- A. ~~Date, Time,~~ and place of hearing. A hearing by the board of supervisors shall be held at the date, time, and place for which notice was given.
- B. Continued hearing. Any hearing may be continued from time to time without further notice; provided the chairperson of the board of supervisors announces the date, time, and

place to which the hearing will be continued prior to the adjournment or recess of the hearing.

- C. Deferral of final decision. The board of supervisors may announce a tentative decision and defer its action on a final decision until appropriate findings or conditions of approval have been prepared.

Sec. ~~11.22.040~~36.22.040. – Decision.

The board of supervisors may announce and record its decision on the matter being considered at the conclusion of a scheduled hearing, or may defer action and continue the matter to a later meeting in compliance with Section ~~11.22.030~~36.22.030.

Article 24. - Enforcement.

Sec. ~~11.24.010~~36.24.010. – Purpose.

This article establishes provisions that are intended to ensure compliance with the requirements of this chapter and permits issued pursuant to this chapter, and ~~are provide~~ for the protection of the public health, safety, and welfare of the county.

Sec. 36.24.020. – Decisions in Compliance with Chapter.

All departments, officials, and employees of the county assigned the authority or duty to issue permits shall comply with the provisions of this chapter.

- A. Permits in conflict with chapter. Permits for activities that would be in conflict with the provisions of this chapter shall not be issued.
- B. Permits deemed void. Any permit for an activity issued in conflict with the provisions of this chapter, or in error, shall be void and of no effect.
- C. County may refuse to issue permits. The county may refuse to issue any permit sought pursuant to this chapter for an activity where the property upon which the activity is proposed is in violation of this code.

Sec. ~~11.24.020~~36.24.030. - Enforcement ~~r~~Responsibility.

The ~~permit authority~~agricultural commissioner shall be responsible for enforcing the provisions of this chapter; and ~~may~~permits issued pursuant to this chapter. The agricultural commissioner may initiate proceedings to suspend, revoke, or modify permits issued pursuant to this chapter, act as enforcing officer for the purposes of exercising the authority provided in Sections 1-7.1, 1-7.3, and 1-7.6 of this code, and issue letters of correction-notices, notices of violation, notices of proposed action, stop work orders, hazard abatement notices, and citations for any violations of this chapter or ~~of~~ any permit issued pursuant to this chapter.

Sec. 11.24.03036.24.040. – Permits in conflict with chapter deemed void Administrative Enforcement Action.

Any permit issued in conflict with the provisions of this chapter shall be void and of no effect. Where the agricultural commissioner determines that an activity has been or is being performed in violation of the provisions of this chapter or any permit issued pursuant to this chapter, the agricultural commissioner may initiate an administrative enforcement action pursuant to Section 1-7.3 of this code and seek the imposition of civil penalties and costs, including attorney's fees.

Sec. 36.24.050. – Civil Penalties and Costs.

A. Civil penalties. Any person violating or causing the violation of any provision of this chapter or any permit issued pursuant to this chapter shall be liable for a civil penalty of not more than \$100,000.00 for each violation. When taking civil penalty action on violations of this chapter or permits issued pursuant to this chapter, the agricultural commissioner shall use the following provisions to determine the violation class and the penalty amount.

1. The agricultural commissioner shall designate violations as “Class A,” “Class B,” or “Class C” using the following definitions:

a. A Class A or serious violation is one of the following:

(1) A violation of a provision of this chapter or a requirement of a permit issued pursuant to this chapter that caused an adverse effect(s) on property, the public, or the environment.

(2) A violation of a provision of this chapter or a requirement of a permit issued pursuant to this chapter designed to mitigate the risk of adverse effects on property, the public, or the environment, and the agricultural commissioner determines that one or more of the following aggravating circumstances support elevation to Class A:

(a) The violator has a history of violations;

(b) The violator failed to cooperate in the investigation of the incident or allow a lawful inspection of the site; or

b. A Class B or moderate violation is a violation of a provision of this chapter or a requirement of a permit issued pursuant to this chapter designed to mitigate the risk of adverse effects on property, the public, or the environment, and is not designated as Class A.

c. A Class C or minor violation is a violation of a provision of this chapter or a requirement of a permit issued pursuant to this chapter that is not

designed to mitigate the risk of adverse effects on property, the public, or the environment.

2. The penalty range for each class of violation is:

a. Class A: \$50,000.00 to \$100,000.00.

b. Class B: \$500.00 to \$50,000.00.

c. Class C: \$50.00 to \$500.00.

3. When determining the penalty amount within the penalty range, the agricultural commissioner shall use relevant facts, including the severity of actual or potential effects of the violation and the violator's compliance history, and include those relevant facts in the notice of proposed action.

B. Costs. Any person violating or causing the violation of any provision of this chapter or any permit issued pursuant to this chapter shall be liable to the county for the costs, including attorney's fees, incurred by the county, its agents, and agencies as a direct result of the violation(s).

Sec. ~~11.24.040~~36.24.060. – ~~Violations of chapter.~~

A. Violation of provisions. Any activity performed contrary to the provisions of this chapter is hereby declared to be unlawful shall constitute a violation of this chapter and a public nuisance.

B. Violation of permit requirement. The violation of any requirement of a permit issued pursuant to this chapter shall constitute a violation of this chapter and a public nuisance.

Sec. ~~11.24.050~~36.24.070. – ~~Misdemeanor~~Legal Remedies.

The county may undertake any of the following legal actions to correct and/or abate any violation(s) of this chapter or any permit issued pursuant to this chapter.

A. Inspection warrants. The county counsel may apply to the court for an inspection warrant to enter upon and inspect property and/or collect samples.

B. Civil actions. The county counsel may apply to the court for injunctive relief, abatement, civil penalties and costs, and any other remedies available under law.

C. Criminal actions and penalties.

1. Any person, ~~whether as principal, agent, employee, or otherwise,~~ violating or causing the violation of any provision(s) of this chapter or any permit issued

pursuant to this chapter shall be guilty of a misdemeanor, and upon conviction thereof shall be punishable in compliance with Section 1-7 of this code.

2. Each and every day during any portion of which any violation(s) of this chapter or any permit issued pursuant to this chapter is committed, continued, or allowed to continue by the person shall be deemed a separate offense.

D. Citations.

1. Any person violating or causing the violation of any provision(s) of this chapter or any permit issued pursuant to this chapter may be issued an administrative citation by the agricultural commissioner.
2. Any person issued an administrative citation shall be liable for and shall remit payment of any fine(s) assessed in connection with the citation in compliance with Section 1-7.6 of this code.
3. Any person issued an administrative citation may appeal the citation to a hearing officer in compliance with Section 1-7.6 of this code.

Sec. ~~11.24.060~~36.24.080. – Stop ~~w~~Work ~~o~~Order.

- A. Issuance of stop work order. Any activity performed in violation of the provisions of this chapter or any permit issued pursuant to this chapter shall be subject to the issuance of a stop work order.
- B. Violation of stop work order. Any violation of a stop work order shall constitute a misdemeanor and a public nuisance, and shall be subject to the remedies and penalties established by this article and this code.

Sec. ~~11.24.070~~36.24.090. – Hazard abatement.

- A. Issuance of hazard abatement notice. Whenever the ~~permit authority~~agricultural commissioner determines that any existing excavation, embankment, or fill on ~~private property~~cropland has become a hazard to public safety, endangers property, or adversely affects the safety, use, or stability of adjacent property, an overhead or underground utility, or a public way or watercourse, or could adversely affect the water quality of any watercourse or water body, the ~~permit authority~~agricultural commissioner shall issue a hazard abatement notice to the owner or other person in control of the property advising of the problem. Upon receipt of the hazard abatement notice, the owner or other person in control of the property shall, within the time specified in the notice, eliminate the hazard and conform ~~with~~to the requirements of this chapter.
- B. Violation of hazard abatement notice. Any violation of a hazard abatement notice shall constitute a misdemeanor and a public nuisance, and shall be subject to the remedies and penalties ~~established~~authorized by this ~~code~~chapter.

Sec. ~~11.24.080~~36.24.100. – ~~Suspension, or r~~Revocation, or modification.

~~A. — Permit authority action. Any permit issued pursuant to this chapter may be suspended, revoked, or modified by the permit authority. The agricultural commissioner may suspend or revoke a permit issued pursuant to this chapter if the permit authority agricultural commissioner determines any of the following:~~

- ~~1A.~~ A. Circumstances under which the permit was ~~granted~~issued have changed and the public health, safety, and welfare require the suspension, or revocation, ~~or modification;~~
- ~~2B.~~ B. The permit was ~~granted, in whole or in part,~~issued on the basis of a ~~misrepresentation or omission of a material statement in the permit application~~inaccurate or incomplete information; or
- ~~3C.~~ C. One or more of the ~~conditions~~requirements of the ~~original~~ permit have not been substantially fulfilled or have been violated.

~~B. — Effect of revocation. The revocation of any permit issued pursuant to this chapter shall have the effect of terminating the permit and denying the privileges granted by the permit.~~

Sec. 36.24.110. – Remedies are Cumulative.

A. Cumulative, not exclusive. All remedies contained in this chapter for the handling of violations or enforcement of the provisions of this chapter or any permit issued pursuant to this chapter shall be cumulative and in addition to any other remedies available under law.

B. Other remedies. Should a person be found guilty and convicted of a misdemeanor for the violation of any provision(s) of this chapter or any permit issued pursuant to this chapter, the conviction shall not prevent the county from pursuing any other remedies available under law to correct the violation(s).

~~Sec. 11.24.090. — Enforcement action.~~

~~When the permit authority determines that an activity is being performed in violation of this chapter, the permit authority may initiate an enforcement action pursuant to Section 1-7.3 of this code and seek the imposition of civil penalties pursuant to Section 1-7.1 of this code.~~

Sec. 11.24.100. — Remedies not exclusive.

~~The remedies identified in this chapter are in addition to and do not supersede or limit any and all other remedies, civil or criminal. The remedies provided in this chapter shall be cumulative and not exclusive.~~

Sec. ~~11.24.110~~36.24.120. – Additional ~~p~~Permit ~~p~~Processing ~~f~~Fees.

Any person who performs any activity requiring a permit under this chapter without first obtaining the required permit shall pay the ~~additional~~ permit processing fees ~~established by the county's fee schedule~~required for the correction of the violation(s), and any applicable civil penalties and costs, including attorney's fees, before being granted a permit for the activity.

36.20.130. – Reinspection fees.

A. A reinspection fee shall be imposed on any person who receives a letter of correction, notice of violation, or stop work order requiring a follow-up inspection(s).

1. The fee shall not apply to the original inspection to document the violation(s) or to the first scheduled compliance inspection made after the issuance of the letter of correction, notice of violation, or stop work order; and

2. The fee shall apply to each subsequent inspection or reinspection conducted when the particular violation for which the inspection or reinspection is scheduled is not fully abated or corrected as directed by, and within the time and manner specified in, the letter of correction, notice of violation, or stop work order.

B. The reinspection fee is intended to compensate for the actual cost of providing county inspections or reinspections, and is not a penalty for violating this chapter, any permit issued pursuant to this chapter, or this code.

C. Any reinspection fees imposed shall be separate and apart from any fines or penalties imposed for violation of this chapter, any permit issued pursuant to this chapter, or this code, or costs incurred by the county for the abatement of a public nuisance.

Article 26. - Glossary.

Sec. ~~11.26.010~~36.26.010. - Purpose.

This article provides definitions of terms and phrases used in this chapter that are technical or specialized, or that may not reflect common usage. If any of the definitions in this article conflict with definitions in other provisions of this code, these definitions shall control for the purposes of this chapter. If a word is not defined in this article, or in other provisions of this code, the ~~permit authority~~agricultural commissioner shall determine the correct definition.

Sec. ~~11.26.020~~36.26.020. - Definitions of specialized terms and phrases.

As used in this chapter, the following terms and phrases shall have the meanings ascribed to them in this section, unless the context in which they are used clearly requires otherwise. The definition of a term or phrase applies to any of that term's or phrase's variants.

Agricultural Commissioner. The agricultural commissioner-sealer of the county or his or her authorized representative.

Agricultural Crop. Any cultivated crop grown and harvested for commercial purposes. ~~As used in this chapter, a~~Agricultural crop does not include trees regulated by the Z' Berg-Nejedly Forest Practice Act of 1973, Public Resources Code section 4511 et seq.

~~**Agricultural Cultivation.** The act of preparing the soil for the raising of agricultural crops.~~

~~**Agricultural Drainage Improvement.** Drainage improvement for agricultural cultivation.~~

~~**Agricultural Exemption Permit.** See Section 7-7 of this code.~~

Agricultural Drainage. Any drainage alteration to prepare new cropland or maintain existing cropland. Agricultural drainage does not include drainage alteration for roads, dams, reservoirs, lakes, ponds, or structures.

Agricultural Drainage Permit. See Section 36.08.010.

~~**Agricultural Grading.** Any grading for agricultural cultivation~~to prepare new cropland or maintain existing cropland. ~~As used in this chapter, a~~Agricultural grading does not include grading for roads, dams, reservoirs, lakes, ponds, or pads for structures.

Agricultural Grading Permit. See Section 36.06.010.

Approved Plans and Specifications. Plans and specifications, including reports, material lists, estimates, maintenance agreements, and professional recommendations, approved by the ~~permit authority~~agricultural commissioner pursuant to this chapter.

Architect. An individual licensed by the state to practice architecture and to use the title, architect.

Area of Slope Instability. An area of soil or rock prone to mass wasting, including slides, falls, slumps, and flows.

~~**As-Built Plans.** Plans or drawings that depict the final installed configuration of grading, drainage improvement, or~~ vineyard or orchard ~~site~~development or agricultural grading or drainage (whether physical or functional). The plans or drawings shall indicate any construction deviations and show all features as actually built. The plans or drawings are intended to provide a permanent record of as-built conditions and aid as key references for future maintenance processes.

Assessed Wetland Boundary. The estimated edge of a wetland identified by a wetland assessment.

Best Management Practice. A program, technology, process, siting criteria, operational method, or engineered system, which when implemented prevents, controls, removes, or reduces pollution or other adverse environmental effects.

Biotic Resource Assessment. A study prepared by a qualified professional biologist to identify any potential biotic resources present on a site, including aquatic resources, sensitive terrestrial habitats, and/or potential habitat suitable to support listed species. A biotic resource assessment must meet the general requirements specified in the department's guidelines for preparing biotic resource assessments.

Blue-line Stream. A stream that appears as a broken or solid blue line (or a purple line) on a USGS topographic map.

~~Building Permit.~~ See Section 7-5 of this code.

~~California Division of Safety of Dams.~~ The Division of Safety of Dams in the California Department of Water Resources.

~~California Environmental Quality Act (CEQA).~~ The California Environmental Quality Act, Public Resources Code section 21000 et seq.

Civil Engineer. An individual registered by the state to practice civil engineering and to use the title, civil engineer.

Coastal Zone. The portions of the county within the California Coastal Zone, ~~established by the California Coastal Act of 1976, and~~ as defined by Public Resources Code section 30103, ~~within the county.~~

~~Cohesionless Soils.~~ Soils that depend on friction between soil particles for their strength and are weakened when saturated.

Commercial Orchard. Any orchard producing fruit or nuts for commercial purposes.

Commercial Vineyard. Any vineyard producing wine grapes for commercial purposes.

Compaction. The densification of a fill by mechanical means.

~~Construction Drainage Improvement.~~ Any drainage improvement except agricultural drainage improvement.

~~Construction Grading.~~ Any grading except agricultural grading.

Contiguous riparian vegetation. Riparian vegetation that is physically touching or adjacent, and not separated by features like roads, developed land, or cropland.

County Land Use Approval. A discretionary permit or approval granted by the county pursuant to Chapter 25, 26, or 26C of this code.

Cropland. Land devoted to the production of agricultural crops.

Cut. See excavation.

~~**Dam.** Any artificial barrier, together with appurtenant works, that does or may impound water.~~

Delineated Wetland Boundary. The precise edge of a wetland identified by a wetland delineation study.

~~**Demolition Permit.** See Section 7-5 of this code.~~

Department. The Department of Agriculture/Weights & Measures of the county.

Department's Best Management Practices for Agricultural Erosion and Sediment Control. The compilation of best management practices adopted or amended by the agricultural commissioner pursuant to Section 36.02.060.

Design Discharge. See the Flood Control Design Criteria Manual.

Designated Critical Habitat Area. The critical habitat for a listed species designated by the U.S. Fish and Wildlife Service or NOAA Fisheries pursuant to 16 U.S.C. § 1532(5).

~~**Designated Stream.** A river or stream designated in the general plan, local coastal plan, or zoning code.~~

Designated Watershed or Sub-Watershed. A watershed or sub-watershed designated in the general plan.

~~**Designated Wetlands.** A wetlands designated in the general plan, local coastal plan, or zoning code.~~

~~**Director of Permit and Resource Management.** The director of the permit and resource management department of the county or his or her authorized representative.~~

Discretionary ~~Permit Application~~Project. A permit application that includes a request pursuant to Section ~~44.10.020.D~~36.10.030.D for relief from the standards in Article 16.

Drainage. Refers to the collection, conveyance, containment, and/or discharge of stormwater runoff.

Drainage Alteration. Construction or modification of any drainage system.

Drainage Facility. ~~A manmade feature intended to collect, direct, or convey storm water. Drainage facility includes swales, ditches, pipes, culverts, drainage inlets (catch basins), manholes, detention basins, reservoirs, and curb and gutter constructed component of a drainage system.~~

Drainage System. Constructed and/or natural features that work together to collect, convey, channel, hold, inhibit, retain, detain, infiltrate, divert, treat, or filter stormwater runoff, including detention and retention basins, overland flow paths, pipes, channels, and the inlets and outlets to these features.

Drainage Improvement. ~~The construction, installation, maintenance, repair, replacement, and modification of drainage facilities.~~

Drainage Permit. ~~See Section 11.06.010.~~

Earth Material. Any rock or natural soil or combination thereof.

Embankment. A fill consisting of a deposit of soil, rock, or other materials mechanically placed.

Embankment Reservoir. ~~An off-stream reservoir that utilizes embankments on all sides to impound water.~~

Encroachment Permit. ~~See Section 15-8 of this code.~~

Engineering Geologist. A professional geologist certified by the state as an engineering geologist.

Erosion. The process by which soil particles are detached and transported by the actions of wind, water, or gravity.

Excavation. The removal of earth material by artificial means, also referred to as a cut.

FEMA. ~~The Federal Emergency Management Agency in the U.S. Department of Homeland Security.~~

Fill. The deposition of earth material by artificial means. ~~As used in this chapter, f~~Fill does not include soil amendment and fertilizing materials.

Final Orchard Site Development Work. ~~Any mowing or tilling, laying out of tree rows, construction of temporary drainage facilities, installation of aboveground portions of irrigation systems, frost protection systems, or other orchard infrastructure, planting of orchard trees, or other work undertaken as part of the final phase of orchard planting or replanting.~~

Final Vineyard Site Development Work. ~~Any mowing or tilling, laying out of vine rows, construction of temporary drainage facilities, installation of aboveground portions of irrigation~~

~~systems, frost protection systems, trellis systems, or other vineyard infrastructure, planting of grapevines, or other work undertaken as part of the final phase of vineyard planting or replanting.~~

Final New Planting Work. The work undertaken as part of the final phase of new vineyard or orchard planting, including laying out of vineyard or orchard blocks and vine or tree rows, construction or modification of aboveground vineyard or orchard infrastructure, planting of grapevines or orchard trees, and other similar work.

Final Replanting Work. The work undertaken as part of the final phase of vineyard or orchard replanting, including laying out of vineyard or orchard blocks and vine or tree rows, construction or modification of aboveground vineyard or orchard infrastructure, planting of grapevines or orchard trees, and other similar work.

Flood Control Design Criteria Manual. The Flood Control Design Criteria Manual for Waterways, Channels, and Closed Conduits, Sonoma County Water Agency, latest edition.

Flood-Prone Urban Area. The area within the boundaries defined on the north by River Road; on the west by the easterly boundary of the Laguna de Santa Rosa to its intersection with Highway 12 and continuing with the easterly limit of the city of Sebastopol to Highway 116; on the south by Highway 116 to its intersection with Old Redwood Highway then south to East Cotati Avenue and east to its intersection with Petaluma Hill Road; and on the east by Petaluma Hill Road, north to Highway 12 then west to Highway 101 and north to River Road.

Focused Species Assessment. A study prepared by a qualified professional biologist to identify any potential habitat present on a site within a designated critical habitat area suitable to support the listed species for which the critical habitat has been designated, identify potential impacts, and recommend appropriate avoidance measures, if warranted. A focused species assessment must meet the general requirements specified in the department's guidelines for preparing biotic resource assessments, except that the assessment shall only include analysis of the listed species for which the critical habitat has been designated.

~~**Frost Protection Water.** Water applied to a vineyard or orchard during a frost event to mitigate the effects of subfreezing temperatures.~~

General Plan. The Sonoma County General Plan.

Geologic Hazard. Slope instability, landsliding, fault displacement, liquefaction, flooding, subsidence, differential settlement, expansive soil, creeping soil, or other similar geologic condition, either mapped or observed in the field.

Geologic Hazard Area Combining District. See Article 70 of Chapter 26 and Article XXV of Chapter 26C of this code.

Grading. An excavation or fill or combination thereof. ~~As used in this chapter, g~~Grading does not include routine farming practices, such as ~~ripping, disking, plowing, harrowing, tilling, land~~

~~planing no greater than 3 feet in depth soil preparation, planting, seeding, and other similar practices activities.~~

Grading Area. The land area subject to agricultural grading.

~~**Grading Permit.** See Section 11.04.010.~~

Ground Disturbance. Any work, operation, or activity that results in the penetration or compaction of the ground, including land clearing, vegetation removal, soil preparation, agricultural grading, storage of supplies and equipment, use of hand tools, heavy equipment, and heavy trucks, and any other similar activities.

Highly Erodible Soils. Soils in the Diablo, Dibble, Goldridge, Laughlin, Los Osos, Steinbeck, and Suther soil series as mapped by the U.S. Department of Agriculture.

Hobby Orchard. Any orchard producing fruit or nuts for non-commercial hobby purposes.

Hobby Vineyard. Any vineyard producing wine grapes for non-commercial hobby purposes.

~~**Initial Orchard Site Development Work.** Any site clearing, ripping, disking, plowing, or other soil disturbance, construction of field roads or drainage facilities, installation of belowground portions of irrigation systems, frost protection systems, or other orchard infrastructure, or other work undertaken as part of the initial phase of orchard planting or replanting.~~

~~**Initial Vineyard Site Development Work.** Any site clearing, ripping, disking, plowing, or other soil disturbance, construction of field roads or drainage facilities, installation of belowground portions of irrigation systems, frost protection systems, or other vineyard infrastructure, or other work undertaken as part of the initial phase of vineyard planting or replanting.~~

Initial New Planting Work. The work undertaken as part of the initial phase of new vineyard or orchard planting, including land clearing, vegetation removal, soil preparation, agricultural grading, construction or modification of vineyard or orchard infrastructure, and other similar work.

Initial Replanting Work. The work undertaken as part of the initial phase of vineyard or orchard replanting, including land clearing, vegetation removal, soil preparation, agricultural grading, construction or modification of vineyard or orchard infrastructure, and other similar work.

Invasive Plant Species. Any plant species that is not native to an environment, and once introduced, establishes, quickly reproduces and spreads, and causes harm to the environment, economy, or human health. Examples of invasive plants include Himalayan blackberry (*Rubus armeniacus*), giant reed (*Arundo donax*), salt cedar (*Tamarix sp.*) and star thistle (*Centaurea solstitialis*).

Irrigation System. Equipment and facilities installed to apply water for irrigation and frost protection, including water source, water distribution network, control components, emission devices, and other irrigation equipment.

Key. A compacted fill placed in a trench excavated in earth material beneath the toe of a slope.

Lake. A permanent natural body of water ~~of any size~~, or an artificially impounded body of water ~~having a surface area of, isolated from the sea, with~~ at least one acre, ~~isolated from the sea, and having an area~~ of open water of sufficient depth and permanency to prevent complete coverage by rooted aquatic plants. ~~As used in this chapter, lake does not include embankment reservoirs.~~

Land Clearing. The removal of trees, stumps, and other vegetation, including grapevines and orchard trees, by any method.

Landscape Architect. An individual licensed by the state to practice landscape architecture and to use the title, landscape architect.

~~**Land Use Permit.** A discretionary permit or approval granted by the county pursuant to the zoning code to use a specific site for a particular purpose.~~

Licensed Professional. An architect, civil engineer, landscape architect, professional geologist, or registered professional forester.

Listed Species. Any plant or animal species protected by the federal Endangered Species Act of 1973 (16 U.S.C. § 1531 et seq.) or the state Fish and Game Code.

Local Coastal Plan. The Sonoma County Local Coastal Plan.

Ministerial ~~Permit Application~~Project. Any ~~A~~ permit application ~~except one~~ that does not includes a request pursuant to Section ~~44.10.020.D~~36.10.030.D for relief from the standards in Article 16.

MS4 Permit. A Municipal Separate Storm Sewer Systems National Pollutant Discharge Elimination System Permit.

Natural Slope. The slope of the ground prior to any soil disturbance. Natural slope shall be determined by measuring the horizontal distance between adjacent contours on a USGS 7.5 minute quadrangle map or other topographic map acceptable to the county with a scale of not less than 1:24000 (1" = 2000') and contour intervals of not more than 20 feet, and then dividing the difference in elevation between the two contours by the measured horizontal distance. The horizontal distance shall be measured perpendicular to the contours.

New Orchard Planting. The planting of a new orchard, increasing the footprint of an existing orchard, or replanting of an existing orchard that does not qualify as an orchard replanting, as defined herein.

New Planting. See new vineyard planting or new orchard planting.

New Planting Area. The land area subject to a new vineyard planting or new orchard planting.

New Vineyard Planting. The planting of a new vineyard, increasing the footprint of an existing vineyard, or replanting of an existing vineyard that does not qualify as a vineyard replanting, as defined herein.

Non-Cohesive Soil. Soil where the particle size of the smaller than 2 mm fraction of the soil is coarser than Loam as defined by the Natural Resources Conservation Service soil texture classification scheme.

Non-Rainy Season. The period of the year during which there is not a substantial chance of ~~rainfall~~precipitation. For the purposes of this chapter, the non-rainy season is defined as starting on May 1 and ending on September 30, ~~inclusive, unless the permit authority establishes an earlier start date or later end date for the rainy season based on National Weather Service forecasts.~~

Orchard. A planting of orchard trees. Land devoted to the cultivation of such a planting.

Orchard Development. Any new orchard planting or orchard replanting.

Orchard Infrastructure. The drainage system, irrigation system, and other basic facilities and systems needed for the operation of an orchard.

~~**Orchard Site Development.** Any initial or final orchard site development work for an orchard planting or replanting.~~

~~**Orchard Planting.** Any planting of a new orchard, increasing the footprint of an existing orchard, or replanting of an existing orchard that does not qualify as an orchard replanting.~~

Orchard Replanting. Any~~The~~ replanting of an existing orchard where the orchard ~~has been~~is under active cultivation ~~for the previous five years~~, no orchard trees are removed prior to the ~~filing of a permit application for the replanting~~issuance of a vineyard and orchard development permit, unless the replanting is exempt from permit requirements, and the footprint of the orchard ~~does~~is not increasedd.

Orchard Tree. Any fruit- or nut-bearing tree.

Permit Application. An application for a permit required by this chapter.

~~**Permit Authority.** The individual identified by Table 11-4 as having the responsibility and authority to review, and approve or deny the permit applications described in this chapter.~~

~~**Permit Authority's Best Management Practices Guide.** The best management practices guide or guides prepared or referenced by the permit authority for grading, drainage improvement, and vineyard and orchard site development. The guide or guides shall reference or detail only fixed standards and objective measurements that do not require the exercise of discretion by the permit authority, and do not conflict with the provisions of this chapter.~~

Permit Holder. The owner of the site. See Section 36.12.020.C.

~~**Permittee.** The person to whom a grading, drainage, or VESCO permit is issued~~permit holder or an authorized agent of the permit holder.

Person. Any individual, firm, partnership, corporation, company, association, joint stock association; city, county, state, or district; ~~tribe, county, city, or district;~~ and includes any trustee, receiver, assignee, or other similar representative thereof.

~~**Planting Area.** The land area subject to a vineyard or orchard planting.~~

Pit. An earthen excavation designed to store water.

~~**Pond.** A still, freshwater body that is of still freshwater smaller than a lake, and often manmade artificially impounded. A pond can provide water for livestock, fish and wildlife, recreation, fire control, crop and orchard watering, and other related uses. As used in this chapter, pond does not include embankment reservoirs.~~

Professional Biologist. An individual possessing academic and professional experience in biological sciences and related resource management activities who is able to identify biotic resources and can recognize and is familiar with the habitats and behaviors of listed species that may be present in the county. The individual must have specialized skills and appropriate licenses/permits/certifications specific to the study being conducted (e.g., general botanical, wetland, and wildlife habitat knowledge for biotic resource assessments and focused species assessments, applicable permits to handle special status wildlife species for presence/absence surveys, and certification by the U.S. Army Corps of Engineers in wetland delineation for wetland assessments and wetland delineation studies).

Professional Geologist. An individual registered by the state to practice geology and to use the title, professional geologist.

Public Agency. Any state or federal agency, any city, county, or special district.

Qualifying Rain Event. Any weather pattern that is forecasted by the National Weather Service to have a 50 percent or greater chance of producing 0.5 inches or more precipitation on a site within a 48 hour or greater period between rain events.

Rain Event. Any weather pattern producing precipitation.

Rainy Season. The period of the year during which there is a substantial chance of ~~rainfall~~precipitation. For the purposes of this chapter, the rainy season is defined as starting on October 1 and ending on April 30, ~~inclusive, unless the permit authority establishes an earlier start date or later end date for the rainy season based on National Weather Service forecasts.~~

Registered Environmental Health Specialist. An individual registered by the state to practice as an environmental health specialist and to use the title, registered environmental health specialist.

Registered Professional Forester. An individual licensed by the state to practice forestry and to use the title, registered professional forester.

Replanting. See vineyard replanting or orchard replanting.

Replanting Area. The land area subject to a vineyard replanting or orchard replanting.

Reservoir. ~~An impounded body of water~~A water storage structure made by constructing a dam, embankment, or pit with an impermeable liner such as clay or synthetic material.

Ridgetop. A relatively flat topographic divide above divergent and descending slopes where one or more of the descending slopes has a natural slope ~~steeper~~greater than 50 percent for more than 50 feet in slope length.

Riparian Vegetation. Plant communities contiguous to and affected by surface and subsurface hydrologic features of water bodies (rivers, streams, lakes, or wetlands) that have one or both of the following characteristics: (1) distinctly different vegetative species than adjacent areas, and (2) species similar to adjacent areas but exhibiting more vigorous or robust growth forms. Riparian vegetation is usually transitional between wetland and upland.

Road. Any public or private road.

Sediment. Solid particulate matter, both mineral and organic, that is in suspension, is being transported, or has been moved from its site of origin by air, water, gravity, or ice and has come to rest on the earth's surface either above or below sea level.

Septic Permit. See Section 24-7 of this code.

Setback Area. The area within a setback required by Sections 36.16.070 through 36.16.120.

Site. All or part of a parcel or adjoining parcels under single ownership or control where ~~grading, drainage improvement, or~~ vineyard or orchard ~~site~~ development ~~subject to the provisions of this chapter~~ or agricultural grading or drainage is performed or permitted; considered a unit for the purposes of this chapter.

Site Clearing. ~~Any removal of trees or other vegetation, including orchard trees and grapevines.~~

Slope. An inclined surface, the inclination of which is expressed as a ratio of horizontal distance to vertical distance (e.g., 2:1) or as a percentage (e.g., 50 percent).

Soil Amendment and Fertilizing Materials. Organic and in-organic substances applied to the existing soil to improve physical properties of the soil or increase available nutrients in the soil. ~~As used in this chapter, s~~Soil amendment and fertilizing materials include commercial fertilizers, agricultural minerals such as gypsum and lime, pumice, straw, and manure.

Soil Disturbance. Any alteration to the natural surface of the ground through the use of construction equipment, tractors, ~~and similar or other mechanized~~ equipment.

~~Soil Loss. The wearing away of the ground surface as a result of the movement of wind, water, or ice.~~

~~Soil Preparation. Deep ripping, chisel plowing, field cultivating, disking, plowing, harrowing, cultipacking, rototilling, application of soil amendment and fertilizing materials, and other similar activities.~~

Soils Engineer. A civil engineer experienced and knowledgeable in the practice of soils engineering.

Soils Engineering. The application of the principles of soils mechanics in the investigation, evaluation, and design of civil works involving the use of earth materials and the inspection or testing of the construction thereof.

Soils Report. A soils report prepared by a soils engineer, which identifies the nature and distribution of existing soils; conclusions and recommendations for grading procedures; soil design criteria for any structures or embankments required to accomplish the proposed grading; and, where necessary, slope stability studies, and recommendations and conclusions regarding site geology.

Special Flood Hazard Area. Any area designated by the Federal Emergency Management Agency as subject to flooding by the 1 percent annual chance flood (100-year flood).

~~Sprinkler. Any over- or under-plant rotating sprinkler, over-plant targeted sprinkler, or under-plant microsprinkler.~~

~~Sprinkler Frost Protection System. Any system utilizing sprinklers to apply frost protection water to a vineyard or orchard.~~

State CEQA Guidelines. ~~The State CEQA Guidelines,~~ California Code of Regulations, title 14, section 15000 et seq.

~~Stormwater. Any stormwater runoff, snow melt runoff, and surface runoff.~~

~~Storm Water Best Management Practice. See best management practice.~~

~~**Storm Water Low Impact Development Technical Design Manual.** The Storm Water Low Impact Development Technical Design Manual, City of Santa Rosa and County of Sonoma, latest edition.~~

Stormwater Runoff. Surface runoff generated by a rain event.

Stream. Any natural channel with bed and banks containing flowing water or showing evidence of having contained flowing water, ~~(e.g., such as~~ deposit of rock, sand, gravel, or soil). **Stream includes creeks and rivers.**

~~**Subdivision Approval.** Any discretionary approval granted by the county pursuant to Chapter 25 of this code or the Subdivision Map Act, Government Code section 66410 et seq.~~

Surface Runoff. Any water that flows over the land surface.

Terrace. A relatively level step constructed in the face of a graded slope for drainage and maintenance purposes.

~~**Timber Operations.** See Public Resources Code section 4527.~~

~~**Top of Bank.** The points in a cross-section where the stream channel makes a transition to flood plain. Top of bank can be identified by a change in the slope of the land, a transition from terrestrial to riparian vegetation, and/or changes in the composition of substrate materials.~~

Tree. A woody perennial plant, typically large with a well-defined stem carrying a definite crown, with a minimum diameter at breast height of five inches, and a minimum height of 15 feet.

Tree Removal. The removal of more than one-half acre of tree canopy within ~~the~~ **new** planting area.

Tree Canopy. The more or less continuous cover of branches formed by the crowns of adjacent trees other than orchard trees.

Trellis System. Structures put in place to support and train grapevines in vine rows, including end posts, T-posts, wire, and other trellis materials.

Tribe. A California Native American tribe that is on the contact list maintained by the Native American Heritage Commission.

~~**Undesignated Stream.** A stream not designated in the general plan, local coastal plan, or zoning code.~~

~~**Undesignated Wetlands.** A wetlands not designated in the general plan, local coastal plan, or zoning code.~~

USGS 7.5 Minute Quadrangle Map. The 7.5 minute series United States Geological Survey quadrangle map most recently published.

Vegetation. All natural, non-cultivated plant life, including the root system, stem, trunk, crown, branches, leaves, and blades.

Vegetation Removal. The cutting, breaking, burning, or uprooting of vegetation, the application of herbicide to vegetation, the covering over of vegetation with earth, or the compacting of the soil under and around vegetation. Vegetation removal does not include removal of invasive plant species.

Vegetative Filter Strip. An ~~land~~-area seeded to close growing or sod forming grasses, designed to filter out soil and other pollutants carried in stormwater or waste water.

~~**VESCO Permit.** See Section 11.08.010.~~

Vineyard. A planting of grapevines. Land devoted to the cultivation of such a planting.

Vineyard and Orchard Development Permit. See Section 36.04.010.

Vineyard Development. Any new vineyard planting or vineyard replanting.

Vineyard Infrastructure. The drainage system, irrigation system, trellis system, and other basic facilities and systems needed for the operation of a vineyard.

~~**Vineyard Planting.** Any planting of a new vineyard, increasing the footprint of an existing vineyard, or replanting of an existing vineyard that does not qualify as a vineyard replanting.~~

Vineyard Replanting. ~~Any~~The replanting of an existing vineyard where the vineyard ~~has been~~is under active cultivation ~~for the previous five years~~, no grapevines are removed prior to the ~~filing of a permit application for the replanting~~issuance of a vineyard and orchard development permit, unless the replanting is exempt from permit requirements, and the footprint of the vineyard ~~does~~is not increased.

~~**Vineyard Site Development.** Any initial or final vineyard site development work for a vineyard planting or replanting.~~

Watercourse. Any stream, or any ~~manmade~~artificial channel constructed to facilitate the use of water or convey stormwater runoff.

~~**Well Permit.** See Section 25B-5 of this code.~~

Wetlands. Lands ~~s~~ transitional between terrestrial and aquatic systems where the water table is usually at or near the surface or the land is covered by shallow water. A ~~W~~wetlands must have

one or more of the following three attributes in the Coastal Zone, and two or more of the following three attributes in all other parts of the unincorporated area of the county:

1. At least periodically, the land supports predominantly hydrophytes during the normal wet portion of the growing season (plants specifically adapted to live in wetlands).
2. The substrate is predominantly undrained hydric soil.
3. The substrate is saturated with water or covered by shallow water at some time during the ~~normal wet portion of the~~ growing season of each year.

Wetland Assessment. A study prepared by a qualified professional biologist to identify and approximately map the boundary of wetlands on a site, conduct an assessment of the condition of the wetlands, and recommend an appropriate setback and management practices for the setback area. A wetland assessment must meet the general requirements specified in the department's guidelines for preparing wetland assessments.

Wetlands Biologist. A biologist experienced and knowledgeable in the delineation of wetlands in California using applicable federal, state, and local criteria.

Wetland Delineation Study. A study prepared by a qualified professional biologist to identify and precisely map the boundary of wetlands on a site and recommend appropriate management practices for the setback area. A wetland delineation study must meet the general requirements specified in the department's guidelines for preparing wetland delineation studies.

Zoning Code. Chapters 26 and 26C of this code.

David Hurst

From: Rue <pqrst@monitor.net>
Sent: Sunday, April 23, 2017 11:55 AM
To: Tony Linegar; David Hurst; Jeff Brax; Andy Casarez
Cc: Shelley Janek; John Bishop
Subject: Re: VESCO
Attachments: VESCO Rspns 4.2017.docx; DRAFT VESCO Chapt 35 'B.2.pdf

Hi,

I cannot be more apologetic, only to say I'm sorry I missed your "deadline" and to say I'm peddling as fast as I can.

I've put together some of our "group" comments and responses for you (see attached), and I went line by line through your March DRAFT VESCO Chapter 35, making notes in bold and highlighting segments in hopes it would make it easier for you to follow. Please let me know if this isn't readable.

I'm hopeful that because Tony isn't back until May 1st (which I hope means he is taking good care) that this won't be so late as to be useless.

Thanks very much for your time and attention to this effort. I am aware that it is a hurdle and you're taking it seriously.

Do not hesitate to be in touch if you have questions or need clarification. We certainly want to be understood, and cooperative with all involved.

Meanwhile, enjoy a fine spring week.

Rue

VESCO 2017

Comments/recommendations – Compiled, but not inclusive of everything presented
April 2017

- 1) Issue: Sonoma County waiting until North Coast Water Quality Control Board adopts TMDLs.

Meaningful changes to VESCO should not be delayed. Impacts are occurring with each successive storm event. There is no reasonable expectation that will change. Climate change predictions emphasize necessity for adaptation as preparation for future “flashy” storm events and associated impacts. Sonoma County has policies supporting climate change adaptations.

Before county issues any permits, water quality must be considered and addressed. NCWQCB: Region 2 is ahead in drafting policies. When Region 2 adopts its policies, Region 1 will use those as a starting point. We must consider that Region 1 has more degradation to address.

Note: There are 2 active court cases, and likely a second round of litigation in Est San Joaquin Waiver so permits/ waivers will change as a result, and whatever waivers are out today will change as well

- 2) Achieving “ministerial standards”: Ministerial permitting should be allowed only with specific and quantified/measurable standards.

BMPs should employ specific/quantifiable standards for the benefit of applicants, agencies and enforcement. If standards cannot be measured, enforcement is nearly impossible and applicants have no security that they’ve met the permit requirements. Discretionary permits should be utilized when applications cannot meet standard thresholds.

- 3) Ministerial discharge permits to impaired watercourses cannot achieve a no-impact standard. Any additional contributions of an impairing pollutant is by CEQA definition “significant” impact and must be mitigated

- 4) VESCO’s new chapter should include various Sonoma County surface water impairments and ESA listings as the context for this policy in order to determine approval conditions

- 5) VESCO must include cumulative impact assessment in order to achieve “Purposes A – G”

(see SPAWN vs County of Marin case)

Cumulative impacts should:

- be based on sub watersheds / stream reaches
- include other impacts beyond water quality (i.e. Napa estimates rates of increased runoff)
- not allow piece-meal or pre-projects

Whether or not vineyard development is subject to cumulative impact analyses (CIA), the County is required to mitigate for development's impact on natural resources. If mitigation is employed, the County needs to know what to require by use of a CIA or a like analysis.

6) Purpose, G: "Promote water conservation" (surely we can do better than "promote"?) Recharge should be part of any plan where soils and geology are appropriate.

7) Page 2, Applicability d. – Permits should include verified notification of other Agencies and/or necessary jurisdiction.

As a condition of the VESCO permit, require the applicant to complete and submit a form advising that they have consulted with agencies that oversee environmental permits for their project. The County will not have to be the 'gate-keeper' but this engagement will advise the applicant of the necessity to obtain all required permits. Applicants should be notified of the necessity, and required to demonstrate that they've met that requirement.

8) Tracking and/or monitoring after development is necessary.

"Effectiveness monitoring" must be to a measurable standard

Increase funding for monitoring or enforcement

Develop project-monitoring protocols to ascertain BMP effectiveness

Permitting, monitoring and enforcement must address historic degradation.

There must be follow-up inspections after 12-15 inches of [first] rains subsequent to Winterization inspection (Oct 1 – 15)

Change the cut-off date for breaking ground to September 15

Change the replant construction deadline to Oct. 15 – with all BMPs and cover crops in place

9) Hidden source of pollution from tiling. Must address sheetflow, catastrophic erosion, underdrains causing channel forming discharges – would qualify as CWA 401 impact and possibly a 1600 project for modifying banks to install outlet pipes

Bare dirt is ineffective since all possible treatment controls do not reduce suspended sediments. (cleaning water AFTER it's polluted vs. source control) Ineffective to keep dirt covered since there is no space in any vineyards to settle out sediment.

Wattles, rock lined ditches do not reduce suspended sediments

Average loss is 2 tons of soil a year (from Riverkeeper TSS measurements), one ton of soil over an acre is the thickness of a piece of paper. Must provide a numeric standard and let farmers figure out how they want to farm to meet it or County risks prescribing BMP's that result in water quality violations

10) Setbacks from streams must be scientifically designed to address water quality issues. Stream setbacks should be widened, including (in some cases especially) in upland streams.

Maintain minimum 25' no-touch setbacks from riparian corridors

Establish a minimum 100' no-touch setback from wetlands

Areas that have heavily impacted vegetation due to past farming cannot function, so using buffer areas for pollution treatment – IF degraded from past activities won't achieve water quality goals. Healthy riparian corridors should be restored as part of new vineyard or replants as mitigation for more erosion from replant process.

- 11) Need new language addressing "corridors" (vs. setback/buffer)
- 12) BMPs should not allow de-watering of wetlands
- 13) Ridge-top development should not be allowed. No exceptions
(see Page 31: Section 11 – ridge-tops not included)
- 14) All slopes, including flatlands should be assessed prior to approving a permit. Limit development to 30% slopes. No-till over 20% slopes
- 15) Trees should be preserved
- 16) Application should include proof of legal water source. A water use estimation/plan should be submitted with the permit application. SGMA alerts us to the necessity. Water scarce areas should trigger CEQA.
- 17) Vineyard roads should meet PWA standards

Can the BoS request review of the BMPs from time to time and/or be required to review them at stated intervals?



UNITED STATES DEPARTMENT OF COMMERCE
National Oceanic and Atmospheric Administration
NATIONAL MARINE FISHERIES SERVICE
West Coast Region
777 Sonoma Avenue, Room 325
Santa Rosa, California 95404-4731

APR 20 2017

Attachment C-2

April 18, 2017

Tony Linegar
Agricultural Commissioner
County of Sonoma
133 Aviation Boulevard, Suite 110
Santa Rosa, California 95403

Dear Mr. Linegar:

Thank you for inviting my staff to take part in your March 29, 2017, meeting to discuss proposed improvements to Sonoma County's Vineyard Erosion and Sediment Control Ordinance (VESCO). At the meeting, which was also attended by representatives from local environmental organizations and state resource agencies, we discussed possible changes to VESCO contained in a county letter dated March 20, 2017. NOAA's National Marine Fisheries Service (NMFS) appreciates Sonoma County's effort to improve regulations that minimize agricultural impacts on aquatic habitat. NMFS offers the following comments for your consideration.

Need for Post Construction Effectiveness Monitoring

As noted within our previous comment letter on VESCO, concern remains that the program continues to lack a critical element of post-construction effectiveness monitoring. The VESCO program was developed to prevent any increase in upslope erosion above existing background levels resulting from new vineyard development. The ordinance attempts to attain this goal primarily through implementing Best Management Practices (BMP), such as cover-crop use, sediment source maintenance, and seasonal restrictions on land development, that are intended to avoid erosion and any resulting sediment transport from agricultural land into waterways. However, determining whether the "no net increase in erosion" is achieved requires some level of post-development monitoring and analysis. Given that some of the VESCO BMPs and protective measures fall short of those recommended by current research (see Riparian Protection below), the need to validate whether VESCO BMPs are, in fact, producing the desired result is critical.

Need for further Riparian Protection

Riparian buffers perform several important functions to maintain the ecological health of a stream corridor. Vegetation traps and contains upslope sediment and pollutant runoff, cools stream flows through shading, maintains stream bank stability through the strength of their root



systems, and enhances instream habitat complexity by recruiting wood to the stream environment. We feel the current VESCO riparian setbacks are inadequate to protect riparian habitat adjacent to vineyards, because the current setbacks fall well short of the minimum distances the literature suggests are necessary (Jones and Stokes 2002). For instance, the current regulations allow, in some instances, as little as a 25-foot buffer from the top-of-bank, which can be converted into a grassy swale so equipment can turn-around. The key characteristics of healthy riparian habitat are eliminated when all native vegetation is removed and replaced with grass. An argument supporting this allowance is that these buffer areas were likely already bare when the land was planted, and thus leaving it “as-is” is acceptable. While this argument is obviously disputable, it also fails to consider that the only reason many un-vegetated buffer strips remain un-vegetated is that they are managed that way. Conversely, if the setback areas were allowed to revegetate, they would develop functional riparian characteristics that protect aquatic habitat and water quality. Within a watershed like the Russian River where much riparian habitat has been lost, expanding and effectively recovering damaged but restorable habitat is imperative. To accomplish this important goal in areas where VESCO requires only a 25-foot streamside buffer, NMFS recommends the County establish this buffer as a 25-foot “no touch”¹ area to protect and recover riparian habitat and function.

Specific Comments:

Table 35-1: One stated requirement within VESCO is ensuring “post-development soil and other pollutant discharges shall not exceed pre-development discharges” (Section 35.16.140). Allowing new plantings on hillslopes up to 50% is concerning, given that the potential for post-development erosion is likely directly correlated with increasing hillslope steepness [all other factors (soil type, climate, *etc.*) being equal]. The fact that new plantings would be allowed on “highly erodible” soils increases future erosion potential even further. As described earlier, Sonoma County has not performed post-construction monitoring in a way that would validate BMP effectiveness in precluding erosion from vineyards/orchards developed on steep hillslopes, nor has Sonoma County provided any scientific literature that suggests their regulations and BMPs would preclude post-development erosion on steep slopes comprised of highly-erosive soil. NMFS suggests Sonoma County remove vineyard/orchard development on steep hillslopes from the ministerial VESCO process until credible scientific reasoning together with post-construction monitoring validates that post-development pollutant discharges will not exceed pre-development levels.

In Section 35.14.040 (A), the current draft states “Upon completion of all work for which a....permit is required, the agricultural commissioner may require the following plans and reports.”. NMFS suggests the sentence be amended by changing “may require” to “will require” or some other equally binding phrasing. The agricultural commissioner should require all project documentation be submitted to the commissioner’s office so that baseline records exist to which future erosion monitoring results can be compared.

In Section 35.16.060(C), under “fills within watercourses”, NMFS suggest the wording also remind applicants that further permitting by the U.S. Army Corps of Engineers and NMFS will

¹ “No touch” riparian management restricts actions conducted within the buffer to only those that effectively promote, restore or rehabilitate the ecological and physical health and function of the riparian corridor.

likely be required.

In Section 35.16.080 (C), the draft ordinance allows temporary revegetation to occur up to November 15 for replanting. Considering that the first early rain storm of the season usually occurs around late October/early November in Sonoma County, seeds planted during this time would have little chance of establishing an effective cover crop. NMFS recommends Sonoma County incorporate a consistent deadline of October 15 for revegetating (*i.e.*, establishing a cover crop) all disturbed land.

In closing, NMFS appreciates the opportunity to comment on potential updates and improvements to the VESCO regulations. Please contact Rick Rogers at 707-578-8552 or rick.rogers@noaa.gov for questions concerning this letter.

Sincerely,

A handwritten signature in black ink, appearing to read 'Bob Coey', with a long horizontal flourish extending to the right.

Bob Coey
North Coast Branch Supervisor
California Coastal Office

cc: Gail Seymour, CDFG, Yountville, CA
Stephen Bargsten, North Coast RWQCB, Santa Rosa, Ca

EDMUND G. BROWN JR.
GOVERNORMATTHEW RODRIGUEZ
SECRETARY FOR
ENVIRONMENTAL PROTECTION

North Coast Regional Water Quality Control Board

April 14, 2017

Mr. Tony Linegar
Sonoma County Agricultural Commissioner's Office
133 Aviation Boulevard, Suite 110
Santa Rosa, CA 95403
Tony.Linegar@sonoma-county.org

Sonoma County Board of Supervisors
575 Administration Drive
Room 100 A
Santa Rosa, CA 95403

Subject: Comments on the proposed Chapter 35 - Vineyard and Orchard Erosion and Sediment Control and Agricultural Grading and Drainage (VESCO)

File: Sonoma County Miscellaneous

The North Coast Regional Water Quality Control Board (Regional Water Board) appreciates the opportunity to comment on Sonoma County's proposed Chapter 35 - Vineyard and Orchard Erosion and Sediment Control and Agricultural Grading and Drainage (VESCO). This chapter is enacted for the purpose of regulating vineyard and orchard site development and agricultural grading and drainage within the unincorporated area of the county, and to establish ministerial standards for those activities that:

1. minimize hazards to life and property;
2. protect against erosion, and the pollution of watercourses with soil and other pollutants;
3. protect the safety, use, and stability of watercourse;
4. protect watercourses from obstruction, and protect life and property the deleterious effects of flooding;
5. protect stream, lakes, ponds, and wetlands; and
6. including several other activities.

The draft ordinance updates the construction standards for new vineyards and vineyard replants by incorporating language to protect wetlands and streams from sediment due to soil erosion, slope instability, chemical runoff, and habitat destruction. Wetlands are a crucial and valuable part of the ecosystem that store, infiltrate, and filter water by removing pollutants and toxins, provide habitat for unique plant and animal species, and beneficial uses such as Water Quality Enhancement, Flood Peak Attenuation/Flood Water Storage, and Wetland Habitat. Also, contaminated surface water and groundwater may result in a serious threat to public health and safety and lead to expensive cleanup problems. Additionally, watercourses provide vital habitat to many threatened and endangered species and stormwater conveyance and drainage. This letter provides

comments to VESCO, specifically to issues related to the protection of the beneficial uses of surface water and groundwater.

The U.S. Environmental Protection Agency gives our agency the responsibility and authority under Clean Water Act section 401, to protect and regulate streams and wetlands. In addition, the Porter-Cologne Water Quality Control Act (California Water Code) and the Water Quality Control Plan for the North Coast Region (Basin Plan) gives our agency the responsibility and authority to protect surface water and groundwaters and their beneficial uses.

The Sonoma County Agricultural Commissioner's Office (SCACO) has worked closely with the Regional Water Board in the past on projects involving impacts to waters of the State. Specifically, we greatly appreciate the coordination on wetland issues and SCACO's assistance working with vineyards that have discharged or threatened to discharge sediment to surface waters. We look forward to increased cooperation with the SCACO to review orchard and vineyard new plantings and replants.

The North Coast including Sonoma County is experiencing climate change. Climate change is resulting in erratic weather patterns with extreme weather events and climatologists are predicting weather patterns will become increasingly extreme in the future. California's rainy season can be described as cycling between a series of low rainfall years followed by a year or two of above average precipitation. As climate change continues to progress, low rainfall years will become droughts and above average precipitation years will be a series of very high intensity storm events. Extreme winter weather patterns often generate intense early rain events prior to November 15. These changing weather patterns will necessitate the need for orchards and vineyards to change erosion control practices. Erosion control needs to be installed earlier in the season to ensure all appropriate structures are installed and cover crops are fully functional at suppressing soil erosion. The Regional Water Board recommends rainy season development work on new planting and replants be completed by October 15. Likewise, all erosion and sediment control best management practices should be in place and functioning by October 15. Ground disturbing activities during the wet season or rain events shall be allowed only for the purpose of erosion and sedimentation controls. In addition, the Regional Water Board stresses that source control and erosion control are far more efficient at reducing sedimentation in surface waters than treating muddy storm water prior to discharge to surface waters. The Regional Water Board recommends designing and constructing drainage facilities to accommodate the 100-year storm event including sediment and debris.

The Clean Water Act requires the development of Total Maximum Daily Load (TMDL) documents for pollutants that exceed established water quality objectives. Clean Water Act section 303(d) requires the sampling of surface waters for pollutants to determine if water quality objectives have been exceeded. A TMDL or equivalent is then developed to address the identified pollutants, including an implementation plan to reduce the pollutants. A TMDL to address pathogens in the Russian River has been completed and a Pathogen TMDL Action Plan is scheduled to go before the Regional Water Board in December 2017, for adoption into the Basin Plan. Similar assessment(s) are either underway or will be underway to address impairments related to sediment, temperature, phosphorus,

dissolved oxygen, mercury, diazanon, manganese, and aluminum. (See the 2012 303(d) list for the list of river segments identified as impaired.¹) Our hope is that adopting the proposed changes to VESCO, including the recommendations made in this letter, will result in the improved control of sources of pollution that currently cause impairment in the Russian River Watershed.

Generally, as vineyard and orchard slopes steepen, storm water runoff velocity increases and is able to erode and transport increasingly greater volumes of soil and any other attached pollutants. Soil particles experiencing active transport are difficult to settle out and tend to be transported to streams where water quality and habitat is degraded and the beneficial uses of surface waters are negatively impacted. As storm water runoff velocity and volume increases, buffer areas or no-touch setback areas must increase in width while also considering slope, vegetation, and soil types to effectively attenuate pollutants. Often runoff velocity and volume exceeds the buffer zone's capability to effectively attenuate soil particles experiencing active transport and other pollutants allowing them to pass through the buffer area and discharge to surface waters. Best management practices (BMPs) that emphasize the prevention of soil erosion (soil particle detachment) and transport of soil particles and other pollutants are much more effective at reducing sediment discharges to streams than relying on buffer zones. Our agency emphasizes the use of BMPs to prevent soil erosion (source control) and encourages the elimination of exposed soil during the rainy season. To significantly reduce or eliminate soil erosion and transport as well as other pollutants to surface waters, it is essential that all orchard and vineyard BMPs are properly installed prior to the start of the rainy season (e.g., October 15), or before any out-of-season rain events that cause runoff, and be fully functional by the first rain event producing surface runoff.

Our comments regarding VESCO Standards are as follows:

Sec. 35.04.010. – Vineyard and Orchard Site Development Permit Requirements

Comment: The Standards in Sec. 35.04.010 refer to *Table 35-1, Vineyard and Orchard Site Development Designation*. The Table lists 6 parameters and the "Threshold" is divided into "Level I" and "Level II" that depend upon vineyard and orchard slope. Table 35-1 lists Level II orchards and vineyards being developed and replanted on slopes up to 50%. Generally, experience has shown that vineyards with slopes over 30% tend to experience greater soil erosion and slope instability. The discharge of sediment and other pollutants to surface waters in deleterious amounts or which cause exceedance of water quality objectives violates the California Water Code and the Basin Plan. The California Water Code and Basin Plan, as well as the Clean Water Act give our agency the responsibility and authority to protect surface water and groundwaters and their beneficial uses.

Request: The Regional Water Board requests orchard and vineyard slopes be reduced to lower the risk of soil erosion and discharge of sediment and other pollutants to surface

¹

http://www.waterboards.ca.gov/northcoast/water_issues/programs/tmdls/303d/pdf/150710/02_FinalNorthCoastRegi on_2012_303dList.pdf

waters. Also, the Regional Water Board highly recommends the chapter require BMPs on slopes exceeding 30% to eliminate all exposed soil during the rainy season.

Sec. 35.06.010. – Agricultural Grading Permit Requirements

Comment: The standards described in Sec. 35.06.010 refer to *Table 35-2, Agricultural Grading Designation*. The table lists 7 parameters and the “*Threshold*” is divided into “*Regular Grading*” and “*Engineered Grading*”. Sec. 35.06.010(B)(1) and Sec. 35.06.010(B)(2) defines “*Regular agricultural grading*” and “*Engineered agricultural grading*” respectively. To be consistent with Sec. 35.06.010(B)(1) and Sec. 35.06.010(B)(2), Table 35-2 Threshold headings need to be changed.

Request: The Regional Water Board requests Sec. 35.06.010, Table 35-2, Threshold headings be changed to “*Regular Agricultural Grading*” and “*Engineered Agricultural Grading*”.

Sec. 35.06.010(C)(3). Minor Fill

Comment: The standard describes exemptions from permit requirements and currently reads, “*A fill that does not exceed 50 cubic yards or alter or obstruct a watercourse, and*”. Currently, the standard is worded to imply that fill can be placed in a watercourse as long as the fill does not alter or obstruct it. Additional language needs to be added to ensure a project proponent understands fill cannot be placed in a watercourse or wetland without state and federal permits. The U.S. Environmental Protection Agency gives our agency the responsibility and authority under Clean Water Act section 401 to protect and regulate streams and wetlands. In addition, the California Water Code and Basin Plan give our agency the responsibility and authority to protect surface water and groundwaters and their beneficial uses. Construction activities within waters of the State and jurisdictional waters of the United States require prior issuance of a Clean Water Act Section 401 Water Quality Certification or Waste Discharge Requirements by the Regional Water Board, http://www.waterboards.ca.gov/northcoast/water_issues/programs/water_quality_certification.shtml. Work within waters of the state that are not waters of the U.S. may require permitting under Waste Discharge Requirements from the Regional Water Board. Any work in a stream or wetland requires permitting through the Regional Water Board, and might also require permits through the California Department of Fish and Wildlife and U.S. Army Corps of Engineers. Work in a stream or wetland without appropriate permitting is considered a violation of the Clean Water Act sections 401 and 404, the California Water Code, and the Basin Plan.

The Regional Water Board must clarify that vineyard and orchard site development or agricultural grading is not exempt from obtaining state and federal permits for working or filling in wetlands and agriculture is not exempt from the permitting process.

Request: The Regional Water Board requests language be inserted into standard Sec. 35.06.010(C)(3) to ensure a project proponent understands fill cannot be placed in a watercourse or wetland without obtaining state and federal permits. Standard Sec. 35.06.010(C)(3) needs to read, “*A fill that does not exceed 50 cubic yards or alter or ~~obstruct~~ be deposited within a watercourse or wetland, and*”.

Sec. 35.08.010(C)(1). Drainage facilities for vineyard and orchard site development and agricultural grading.

Comment: The standard exempts grading activities and construction or modification of drainage facilities for orchard and vineyard site development where it is authorized by a valid permit. Should the orchard or vineyard change ownership or a new management company take over, there needs to be a record of the construction or modifications that took place. It would be prudent for the SCACO to house as-built drawings that document these activities.

Request: The Regional Water Board recommends the responsible party notify the SCACO of the new construction or modification and include the new construction or modification(s) in the as-built drawings. The as-built drawings are then submitted to the SCACO for archiving.

Sec. 35.08.010(C)(3)(c). Minor pipe and vee-ditch swale systems.

Comment: Section 35.08.010(C)(3)(c) provides several conditions that must be met for minor pipes and vee-ditches to be eligible for an exemption from permit requirements. The Regional Water Board concurs with the exemption but the conditions are deficient in addressing potential soil erosion. Specifically, to avoid soil erosion, all vee-ditches must be grass lined, lined with jute netting, or rock lined. Unprotected earthen vee-ditches can rapidly erode leading to additional problems and must not be allowed under VESCO. Additionally, all pipe outlets must have energy dissipation to avoid soil erosion.

Request: The Regional Water Board does not concur with “*earth*” vee-ditches and strongly recommends removing the term “*earth*” from the standard. Additionally, the Regional Water Board strongly recommends including “*energy dissipation such as rock*” as a condition for exempting minor pipe systems.

Sec. 35.08.010(C)(4). Seasonal agricultural drainage swales.

Comment: Section 35.08.010(C)(4) provides several conditions that must be met for a seasonal agricultural drainage swale to be eligible for an exemption from permit requirements. The Regional Water Board concurs with the conditions, however, the drainage swale must have additional erosion control BMP requirements and side slope specifications. Drainage swales are normally grass lined and if constructed in highly erosive soils, rock lining or an equivalent to prevent erosion is necessary. If not properly constructed drainage swales can suffer soil erosion and become a source of sediment.

Request: The Regional Water Board strongly recommends Section 35.08.010(C)(4) include two additional drainage swale construction conditions. 1. The drainage swale must include erosion control such as grass lining. 2. Drainage swale side slopes should not exceed 15%.

Sec. 35.14.020. – Time Limits and Extensions

An orchard and vineyard site development permit shall expire five years from the effective date of the permit unless an extension has been granted in writing. The Regional Water Board is concerned that should an orchard or vineyard development be delayed the project will languish for several years before being completed and will experience soil erosion each winter before being completed.

Request: The Regional Water Board recommends placing language in Chapter 35 that requires the permittee to winterize the development site annually before October 15, and the Agricultural Commissioner to inspect the site to ensure the site has been sufficiently winterized.

Sec. 35.14.020(D). Effect of Expiration

Comment: Section 35.14.020(D) states that after the expiration of an orchard and grading permit, no further work shall be done on the site until a new orchard and vineyard permit is obtained. The Regional Water Board is concerned that a development site with an expired permit might languish through a winter(s) before a new permit is obtained and the site will experience soil erosion.

Request: The Regional Water Board recommends placing language in Chapter 35 that requires a new erosion control plan be developed that reflects the current condition of the site before the rainy season date of October 1 and the erosion control work be completed by October 15. In addition, Regional Water Board recommends the Agricultural Commissioner inspect the site to ensure the site has been sufficiently winterized.

Sec. 35.16.020. – Agricultural Grading

Comments: Section 35.16.020 pertains to agricultural grading that is performed with plans submitted to the Agricultural Commissioner for review and approval. To ensure this type of agricultural grading is properly performed, all work must be performed with oversight by a civil engineer or other qualified professional.

Request: The Regional Water Board recognizes the importance of performing Engineered Agricultural Grading in compliance with plans and specifications and requests that “*Sec. 35.16.020 – Agricultural Grading*” be changed to “*Sec. 35.16.020 – Engineered Agricultural Grading*”.

Sec. 35.16.020(C)(8). Fill

Comments: Section 35.16.020(C)(8) specifies that no net fill shall be placed in flood prone urban areas and special flood hazard areas. Flood prone urban areas and special flood hazard areas frequently contain wetlands. Additional language needs to be added to ensure the project proponent understands fill cannot be placed in flood prone urban areas and special flood hazard areas until a wetland delineation is performed by a trained wetland professional using the U.S. Army Corps of Engineers wetland delineation method. Fill cannot be placed in a watercourse or wetland without first obtaining state and federal

permits. Work in a stream or wetland without appropriate permitting is considered a violation of Clean Water Act sections 401 and 404, the California Water Code, and the Basin Plan.

Request: The Regional Water Board recommends additional language be added to ensure the project proponent understands fill cannot be placed in flood prone urban areas and special flood hazard areas until a wetland delineation is performed by a trained wetland professional using the U.S. Army Corps of Engineers wetland delineation method and authorization obtained.

Sec. 35.16.030(B). Runoff

This section contains the first reference to the VESCO BMP manual. The VESCO BMP manual does not have current state of the art erosion control best management techniques and must be updated with new information to reflect changes made to VESCO including any new BMPs.

Sec. 35.16.030(C)(1). Drainage Facilities

Section 35.16.030(C)(1) states that *“Drainage facilities shall be designed and constructed in compliance with the VESCO BMP manual for no less than the 25 year design discharge.”* Storm events in the North Coast commonly exceed the 25-year storm event. In addition, sediment and debris carried by the 25-year storm event will exceed the 25-year design discharge capacity and overwhelm the drainage system resulting in infrastructure damage, soil erosion, and sedimentation to surface waters. Additionally, due to climate change the North Coast will be experiencing increasingly erratic and more intense storm events resulting in significantly higher volumes of storm water runoff, sediment, and debris. Therefore, designing and constructing drainage facilities to accommodate the 100-year storm event is imperative.

Request: The California Forest Practice Rules call for any new drainage to be designed for the 100-year flow event plus sediment and debris. CalFire administers the California Forest Practice Rules and require that all new drainage facilities be designed and constructed for the 100-year flow event plus sediment and debris. CalFire has already developed methodologies for calculating 100-year flow events. The Regional Water Board strongly recommends Section 35.16.030(C)(1) to read *“Drainage facilities shall be designed and constructed in compliance with the VESCO BMP manual for no less than the ~~25-~~ 100-year design discharge.”*

Sec. 35.16.040. – Field Roads

Comment: Section 35.16.040 requires that *“Field roads for orchard and vineyard site development shall be designed and constructed in compliance with the VESCO BMP manual and the approved plans and specifications.”* The Regional Water Board and CalFire commonly oversee the construction of forest, ranch, and rural roads for both timber operations and agricultural operations in the North Coast. When involved in road construction, these agencies refer permit applicants to the *California Forest Practice Road*

Rules, and use of the Handbook for Forest, Ranch and Rural Roads prepared by Weaver, Weppner, and Hagans, 2014.

Request: The Regional Water Board recommends Section 35.16.040 to read *“Field roads for orchard and vineyard site development shall be designed and constructed in compliance with the VESCO BMP manual and Handbook for Forest, Ranch and Rural Roads, 2014 and the approved plans and specifications.”* This Handbook can be found at http://www.pacificwatershed.com/sites/default/files/roadsenglishbookapril2015b_0.pdf.

Sec. 35.16.060. – Protection of Watercourses

Comment: Section 35.16.060 – Protection of Watercourses describes requirements that involve the development, grading, and drainage within, adjacent to, or involving the alteration of watercourses. All work within or involving the alteration of a watercourse(s) shall obtain Clean Water Act Sections 401 and 404 permits and California Department of Fish and Wildlife Stream/Lake Alteration Agreement. Construction activities within waters of the State and jurisdictional waters of the United States require prior issuance of a Clean Water Act Section 401 Water Quality Certification or Waste Discharge Requirements by the Regional Water Board, http://www.waterboards.ca.gov/northcoast/water_issues/programs/water_quality_certification.shtml. Any work in a wetland requires permitting through the Regional Water Board, and might also require obtaining permits through the California Department of Fish and Wildlife and U.S. Army Corps of Engineers. Work in a wetland without appropriate permitting is considered a violation of the Clean Water Act sections 401 and 404, the California Water Code, and the Basin Plan.

Request: The Regional Water Board requests the following language be included in the VESCO BMP manual and/or permit application materials:

“Any work in a stream or wetland, including ponds, lakes, streams, springs, seeps, marshes, vernal pools, and any other types of waters of the State, requires permitting through the Regional Water Quality Control Board, http://www.waterboards.ca.gov/northcoast/water_issues/programs/water_quality_certification.shtml, and might also require obtaining permits through the California Department of Fish and Wildlife and U.S. Army Corps of Engineers. Work in a stream or wetland without appropriate permitting is considered a violation of the Clean Water Act sections 401 and 404, the California Water Code, and the Basin Plan.”

Sec. 35.16.080(C)(2). Timing of temporary vegetation measures

Comment: During construction of an orchard or vineyard, areas outside the site footprint are often disturbed and require revegetation. Section 35.16.080 describes preparation for revegetation, methods of revegetation, and timing of temporary revegetation measures. Section 35.16.080(C)(2) states vegetation shall be installed prior to, *“November 15 for site development work for replanting.”* Due to climate change, the North Coast experiences erratic weather patterns, often generating intense early rain events prior to November 15. Intense rain events on exposed earth or on immature temporary vegetation results in soil erosion and sedimentation in surface waters. The Regional Water Board recommends

installing temporary vegetation prior to October 15 to allow temporary vegetation the opportunity to grow and become functional at suppressing soil erosion.

Request: The Regional Water Board recommends the following date change to Section 35.16.080(C)(2), "~~November~~October 15 for site development work for replanting."

Sec. 35.16.100. – Setbacks for Lakes, Ponds, and Reservoirs

Comment: The standards described in Sec. 35.16.100 refer to "*Table 35-5, Lake, Pond, and Reservoir Setback Requirements*". The Table lists 2 types of water bodies, "*Lake and Pond*" and "*Reservoir*". A Reservoir is defined as, "*A water storage structure made by constructing a dam, embankment, or pit with an impermeable liner.*" The impermeable liner is normally plastic and the reservoir is fenced off to prevent human and wildlife access for safety reasons and to avoid liner damage. "*Setback for Vineyard and Orchard Site Development for New Planting and Agricultural Grading*" require the following setback, "*25 – 75 feet from the ordinary high water mark, as determined by a biotic resource assessment.*" The Regional Water Board recommends that same "*Setback for Vineyard and Orchard Site Development for Replant*". During a replant, the existing vineyard is removed and this is the ideal opportunity to re-evaluate the setback for a lake or pond, conduct a biotic assessment, and incorporate the recommended 25 – 75-foot setback.

Request: The Regional Water Board recommends the same setback for "*Setback for Vineyard and Orchard Site Development for New Planting and Agricultural Grading*" and "*Setback for Vineyard and Orchard Site Development for Replant*". The Regional Water Board recommends changing the language for a *Lake or Pond* during a *Replant* to read as follows: ~~Existing setback from the ordinary high mark or 25 feet from the ordinary high mark, whichever is greater~~ "25 – 75 feet from the ordinary high water mark, as defined by a biotic resource assessment."

Sec. 35.16.120. – Setbacks for Streams.

Comment: Section 35.16.120 defines setbacks for streams that have been determined by a biotic resource assessment to have existing vegetation that is significantly degraded. The Regional Water Board understands this to mean that for a distance of 25 feet as measured back from the top-of-bank, that area has little to no vegetation and is likely exposed earth. The standard goes on to state that vegetated filter strips may be established in the degraded areas and these areas can be used as grassy avenues and turnarounds. The Regional Water Board concurs with the establishment of vegetated filter strips in degraded areas as this will help filter pollutants out of runoff waters before entering surface waters. However, using filter strips as grassy avenues and turnarounds often results in significant damage and the filter strip now becomes a source of pollution. The Regional Water Board does not concur with using the re-established vegetated filter strips as grassy avenues and turnarounds. Rather, the Regional Water Board prefers a 25-foot no-touch setback measured from the top-of-bank that has been revegetated to act as filter strip, followed by a vegetated strip that can be used as a grassy avenue or turnaround. No-touch setback means that no disturbance, vehicle or pedestrian traffic, tractors, turn-arounds, tilling, herbicide application, or other activities that could degrade the area, are allowed within the no-touch setback.

Request: The Regional Water Board recommends the following changes to Section 35.16.120 to read, *“Where a biotic resource assessment determines that the existing vegetation is significantly degraded, vegetative filter strips ~~may~~ must be established in setback areas the 25-foot no-touch setback areas measured from the top-of-bank for vineyard and orchard site development and shall not be used as grassy avenues or turnarounds. ~~and used as grassy avenues and turnarounds.~~”*

Sec. 35.16.120. – Setbacks for Streams.

Comment: The standards described in Sec. 35.16.120 refer to *“Table 35-6, Stream Setback Requirements”*. Table 35-6 involves two tables, the first for *“Inland Streams”* and the second for *“Coastal Streams”*.

For *Inland Streams*, the type of stream is divided into *“Designated Stream”* and *“Undesignated Stream”*. A designated stream is defined as a stream described in the general plan or zoning code and an undesignated stream is not described in the general plan or zoning code. The Regional Water Board would prefer the terms designated and undesignated stream dropped because whether or not the stream is designated it is still a stream and must be protected. The Regional Water Board would prefer the term *“Stream”* used instead of *“Designated Stream”* or *“Undesignated Stream”*.

In addition, the setbacks for all streams from orchards and vineyards, whether involved in new development or a replant should all be determined using the same method. Two current methods for determining effective stream setbacks are the San Francisco Estuary Institute RipZET (SFEI RipZET) and Sonoma County Open Space GIS-LIDAR riparian buffer estimators.

Request: In *Table 35-6*, the Regional Water Board recommends dropping the terms *“Designated Stream”* and *“Undesignated Stream”* and only use the term *“Stream”*. Regardless of whether the stream is designated or undesignated all the streams have resource values and must be protected with the appropriate setback(s) to protect those identified resources.

Additionally, the Regional Water Board strongly recommends the use of the *“San Francisco Estuary Institute RipZET (SFEI RipZET)”* and *“Sonoma County Open Space GIS-LIDAR riparian buffer estimators”* for determining effective stream setbacks.

Sec. 35.16.130. – Setbacks for Wetlands.

Comment: Section 35.16.130 states that *“Vineyard and orchard site development and agricultural grading shall be set back from wetlands in compliance with the requirements in Table 35-7, unless all necessary state and federal permits, approvals, or authorizations to fill the wetland are obtained, or the vineyard or orchard site development or agricultural grading is exempt from any such requirement.”* The Regional Water Board must clarify that vineyard and orchard site development or agricultural grading is not exempt from obtaining state and federal permits for working or filling in wetlands and agriculture is not exempt from the permitting process.

Request: The Regional Water Board strongly recommends removing the language stating vineyard or orchard site development or agricultural grading is exempt from obtaining permits for working or filling in wetlands and agriculture is not exempt from the permitting process. The Regional Water Board recommends the following changes to Section 35.16.130 to read, *"Vineyard and orchard site development and agricultural grading shall be set back from wetlands in compliance with the requirements in Table 35-7, unless all necessary state and federal permits, approvals, or authorizations to fill the wetland are obtained, or the vineyard or orchard site development or agricultural grading is exempt from any such requirement."*

Comment: The standards described in Sec. 35.16.130 refer to *"Table 35-7, Wetland Setback Requirements"*. Table 35-7 involves two tables, the first table for *"Inland Wetlands"* and the second table for *"Coastal Wetlands"*.

For Inland Wetlands, the type of wetland is divided into *"Designated Wetlands"* and *"Undesignated Wetlands"*. A designated wetland means the wetland is described in the general plan or zoning code and an undesignated wetland is not described in the general plan or zoning code. The Regional Water Board would prefer the terms *"Designated Wetland"* and *"Undesignated Wetland"* be dropped because whether or not the wetland is designated it is still a wetland and must have the appropriate setback to protect the resource. The Regional Water Board would prefer the terms *"Designated"* and *"Undesignated"* removed. The Regional Water board concurs with the Coastal Wetlands matrix.

Request: In Table 35-7, the Regional Water Board recommends removing the terms *"Designated"* and *"Undesignated"* and only use the term *"Wetlands"*. Regardless of whether the wetland is designated or undesignated all wetlands have resource values and require the appropriate setback(s) to protect those identified resources.

All new and replanted orchards and vineyards must be required to perform a site-wide waters of the State delineation and a wetland delineation conducted by a wetland professional using the U.S. Army Corps of Engineers wetland delineation method.

Sec. 35.16.160. – Work during the Non-Rainy and Rainy Seasons.

Comment: Section 35.16.160(A) defines the *"Non-rainy season"* between *"May 1 and September 30"* and the *"Rainy season"* between *"October 1 and April 30"*. The Regional Water board concurs with the non-rainy and rainy season dates.

The Regional Water Board concurs with the work allowed during the non-rainy season and erosion and sediment control work required within 48 hours of 50% chance of forecast rain.

Section 35.16.160(B)(2) provides dates during the rainy season that work can be performed on replants. The standard states that work can be performed between October 1 and November 15 and between April 1 and April 30. Regional Water Board staff have experienced intense rain storm events prior to October 15 and frequently respond to replant soil erosion complaints prior to November 15. The vineyard complaints have

predominately dealt with a lack of functional erosional control, more specifically a non-functional (immature or non-existent) cover crop. To help avoid this problem, the Regional Water Board recommends the "~~November 15~~" date be replaced with "October 15" for the purpose of 4 additional weeks of cover crop growth with relatively warm temperatures and sunlight. To summarize, to reduce soil erosion and sedimentation in surface waters early in the rainy season, the Regional Water Board suggests rainy season development work on new planting and replants between October 1 and October 15 with erosion and sediment control best management practices in place and functioning by October 15.

Request: The Regional Water Board strongly recommends replacing the date of November 15 with October 15. The Regional Water Board recommends the following changes to Section 35.16. 160(B)(2) to read, "*Initial site development work for replanting shall only be permitted during the rainy season between October 1 and ~~November 15~~ October 15 and between April 1 and April 30, and only when on-site soil conditional permit the work to be performed in compliance with this article and the erosion and sediment control best management practices required by Subsection B.4 are in place and functioning.*"

Thank you for providing our agency the opportunity to comment on the proposed Chapter 35 - Vineyard and Orchard Erosion and sediment Control and Agricultural Grading and Drainage. Should you have any questions regarding our comments please contact Scott Gergus at (707) 576-2685 or Scott.Gergus@waterboards.ca.gov.

Sincerely,

 Digitally signed
by Fred Blatt
for Date: 2017.04.14
14:47:48 -07'00'

Matthias St. John
Executive Officer
North Coast Regional Water Quality Control Board

170414_SAG_er_VESCO order and vineyard comments 2017 final

cc: Mr. Xavier Fernandez, Xavier.Fernandez@waterboards.ca.gov
Mr. Rick Bottoms, richard.m.bottoms@usace.army.mil
Ms. Sahrye Cohen, sahrye.e.cohen@usace.army.mil
Ms. Gail Seymour, Gail.Seymour@wildlife.ca.gov
Ms. Gail Davis, Gail.Davis@sonoma-county.org
Mr. Joe Dillon, joseph.j.dillon@noaa.gov
Mr. Andy Casarez, Andy.Casarez@sonoma-county.org
Mr. John Bishop, John.Bishop@sonoma-county.org
Mr. Rick Rogers, rick.rogers@noaa.gov

David Hurst

From: Kimberly Burr <kimlarry2@comcast.net>
Sent: Thursday, April 06, 2017 7:08 PM
To: David Hurst
Subject: VESCO recommendations

April 4, 2017

Dear David:

RECOMMENDATIONS for DRAFT Chapter 35

Please accept these general recommendations as part of your 2017 review of VESCO. The following makes minor changes necessary to carry out the intent of the ordinance.

Implementation of the below, will increase the county's success at protecting watercourses in the first instance as opposed to trying to undue projects that were improperly properly sized, limited, or located after the fact. In the near future, I will be submitting recommendations to the BMP manual for your consideration.

Table 35-1

Vineyards proposed on slopes less than 5 percent are Level I Vineyards subject to biological assessment, water availability analysis, tree removal limitations, and scientifically based setbacks from watercourses of all magnitudes. All development activities must avoid release of pollution including sediment to watercourses. Development activities shall not occupy the site to the extent that proper setbacks, tree protections, stormwater controls, and necessary restoration are restricted.

Level II vineyards are proposed on slopes 5-29 percent and require engineering by qualified consultants which will then be reviewed by County's retained engineering firm. All development activities must avoid release of pollution including sediment to watercourses. All polluted storm water must be retained on site until release of properly treated storm water is approved by the responsible and trustee agencies. Development activities shall not occupy the site to the extent that proper setbacks, tree protections, storm water controls, and necessary restoration are restricted.

Level Three Vineyards - those that propose clearing or ripping in areas of critical habitat, on slopes over 30 percent, or removal of two or more mature trees. Level three designation may be triggered when Level I or II proposals require new well development, new water impoundments, or replants that implicate any modern policies necessary to properly protect health, safety, welfare, and environment of the county. Development activities shall not occupy the site to the extent that proper setbacks, tree protections, storm water controls, and necessary restoration are restricted.

ADD Ch 35 04.010 Section D

Applicants must fully disclose all related activities on the subject ownerships for proper incorporation, review, and mitigation.

All development activities must avoid stream set back areas and where streams are impaired for sediment, temperature, or turbidity, no exceptions for turning in the setback areas shall be granted. In order to fully protect from the harmful and deleterious affects of erosion and sedimentation, riparian areas shall be left intact

and restored where the setbacks are degraded. If established setbacks do not avoid release of polluted storm water, setbacks shall be further informed by evaluation of soils, slope, and vegetative cover.

Ch 35-06-010 Regular grading Shall be defined as slopes 0-5 percent.

Ch 35-08-010 B. 1. Drainage shall be designed to avoid discharge of storm water to watercourses in excess of natural levels and shall contain no pollution including sediment or other erosive materials other than those that would occur naturally (prior to land disturbing activities).

ADD C.5. ADD Activities must be sized to allow for full treatment of storm water on site and fully protective of riparian buffers and protections.

35.10-020 A. ADD

Applicants shall disclose related activities (e.g. lot line adjustment, new ponds, reservoirs, new lakes, requests to fill wetlands, waivers, or other related land use activities that may be contemplated or have been initiated in other county departments or with other regulatory agencies or risk denial of the agricultural permit, privilege of proceeding ministerially, or otherwise put at jeopardy the applicant's desired activities.

Ch 35 12-010

ADD A.1.c.

Applicant's shall present the agriculture commissioner with documentation that all interested resource agencies have reviewed, commented upon, or approved the activities proposed prior to commencement of any development activities.

Ch. 35 16-020 3. ADD All Subsurface drainage must be discharged on site with no increase to instream flow volumes over baseline and no polluted storm water shall be discharged to any watercourse. Where subsurface drainage is deemed necessary for slope stability but cannot avoid discharging off site, no cultivation of that area shall be permitted.

CH 35 16-030 See recommendations on BMP manual.

16-030 C.1.

Use 100-year event as opposed to 25-year event.

Ch 35 16-070 Tree removal

ADD C. Areas designated and needed for storm water control, filtration, percolation, or retention, shall retain all vegetative cover including existing trees.

Setbacks for Inland Streams*

ADD *All set backs shall be subject to site specific conditions such as slope, soil, habitat needs, and the opinion of a qualified individual who may recommend increased setbacks.

ADD Set backs from all wet areas, seeps, lakes, ponds, or wetlands shall be consistent with the county policy or the most protective state laws including the California Coastal Act no matter the land use or zoning category they have been placed in or are now found.

35-16-160 Rainy Season

ADD Work during the rainy season may occur on slopes below 5 percent only when site conditions....No other work may occur to disturb the soils during the rainy season.

Article 18 Prohibited Activities

Removal of existing contiguous vegetation shall be prohibited within 200-feet of designated and undesignated streams...in flood ways or historic or potential flood plains until such time as these waterways are no longer impaired..



Flood plain of Mark West Creek which floods frequently.

ADD No discing, tilling, plowing, grading, ripping, grubbing, clearing, contouring, or other soil disturbing activities shall occur on slopes greater than 5 percent during the rainy season.

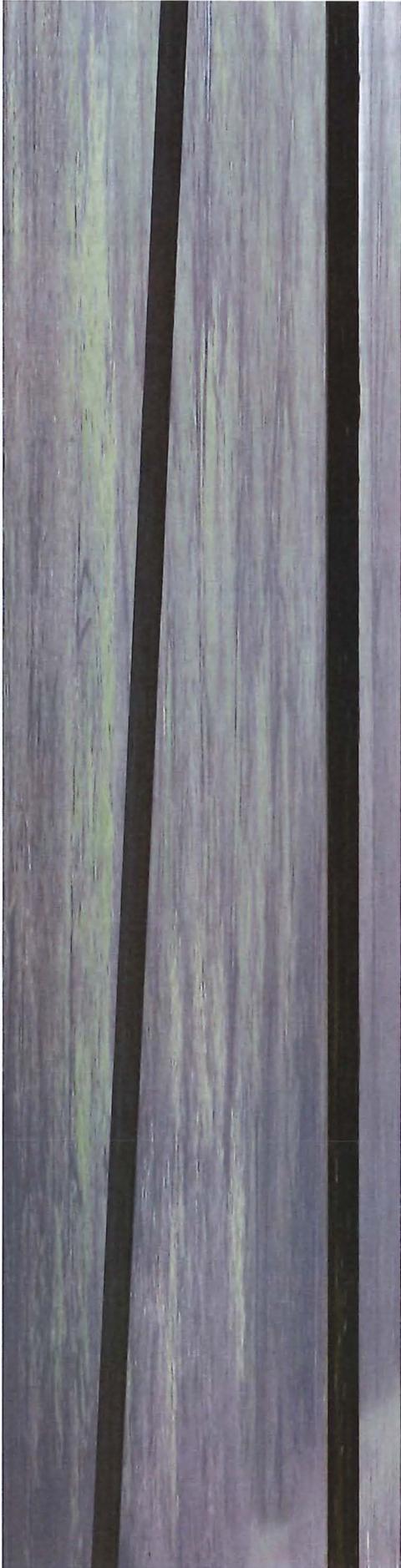
Thank you for including these recommendations to improve VESCO as part of the on-going iterative process.

Sincerely, Kimberly

David Hurst

From: Kimberly Burr <kimlarry2@comcast.net>
nt: Tuesday, April 04, 2017 4:14 PM
to: David Hurst
Subject: Illustrative photos to accompany recommendations on VESCO

Hello David: A few more photos that might help put into context my recommendations. Thank you for your kind attention to this matter.
Kimberly



Replant just above Mark West Creek (on North west side East Side Road) in the flood plain.



Vine Hill Road.



East Side Road - notice the effectiveness of the narrow grassy strip.





Vineyard in flood plain which mobilizes the sediment delivery to creek and Russian River.



One of numerous large diversions in Mark West Creek for vines.



Property completely covered in new vines and wire along Slusser and Mark West Creek.

Kimberly

David Hurst

From: Kimberly Burr <kimlarry2@comcast.net>
nt: Tuesday, April 04, 2017 9:42 AM
o: David Hurst
Subject: Introduction to VESCO recommendations

Hello David: Was nice to see you again at the VESCO meeting.

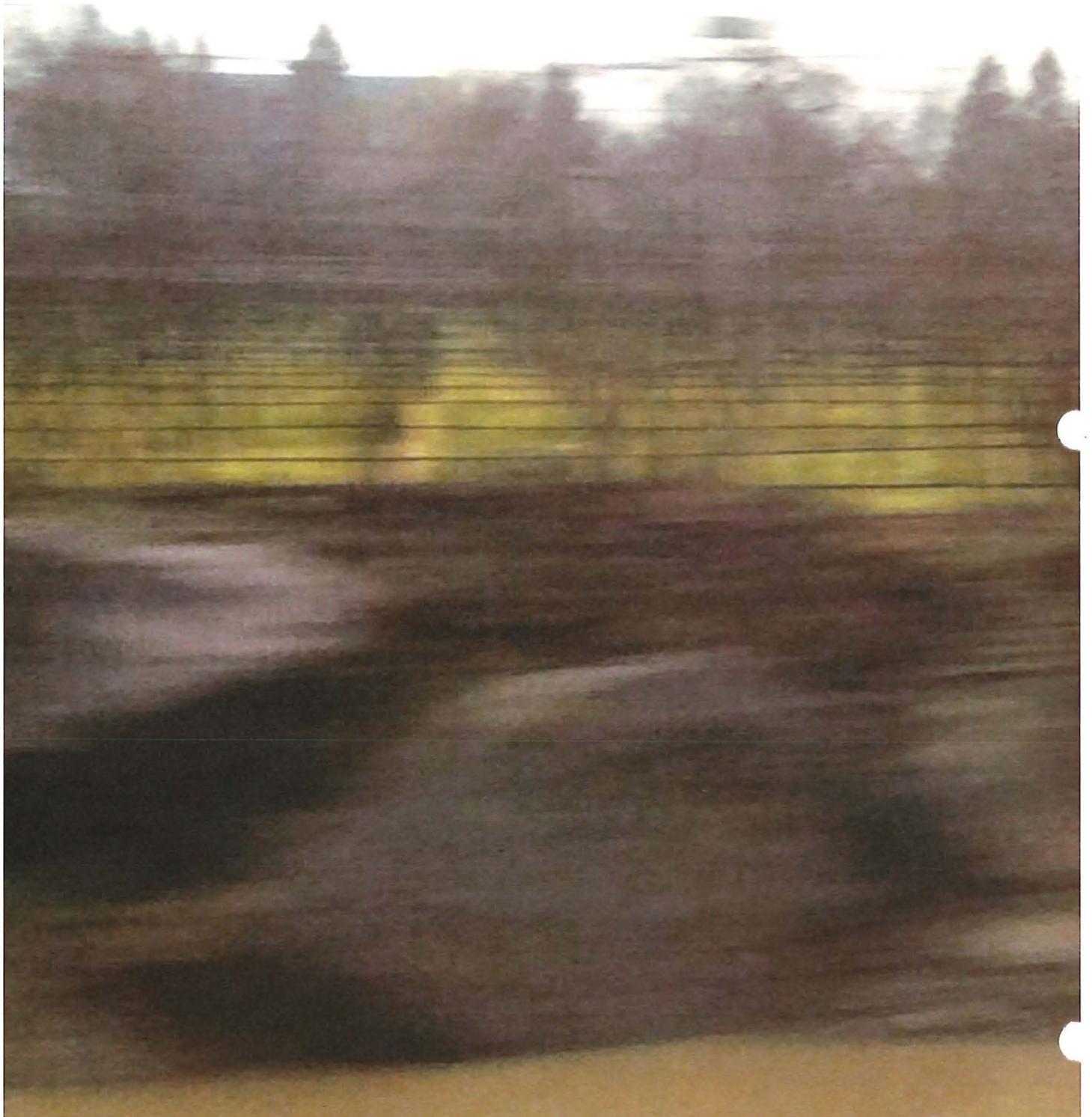
I have prepared a short list of recommendations to improve VESCO. Because I understand you to say that this effort on the part of the County is to deal with minor issues, I am focusing my recommendations - 1. Preventing harm before it occurs as a result of permitting and 2. Changing vague terminology in the code and BMPs.

I am also attaching a few photos insofar as I am not sure you have seen these though other agencies have, and I hope they can serve to inform the process.



Green Valley Creek begins in Sonoma County and terminates in So.Co. It is designated critical habitat. Sediment fills in important rearing pools, and it also deposits on eggs in the redds and smothers the next generation of salmonids. According to staff at DFW:

"I would also suggest either a numeric target or more description of the narrative target for inhibiting salmon feeding in turbid waters. Newcombe and Jensen may be a source for this information. Turbidity can cause a full range of reactions in salmon, from coughing, to increased time to find food, to sublethal (abraded gills and reduced growth), and finally to lethal effects. I am unsure why only one effect is chosen to have a target." (Oct. 2015; DFW; comments on Elk River TMDL).



Apparent run off from relatively flat vineyards - Slusser Road.



Run off East side road vague BMPs are ineffective, allowing land to be completely developed undermines effective control, and run off goes to Russian River.



Vineyard drains directly to creek - Green Valley Creek.



Wohler Road - drains directly to Mark West Creek then the Russian River.

er Road







Graton area (Ross Station Road) runoff apparently from vineyard.

Tony Linegar
Sonoma County Agricultural Commissioner
133 Aviation Blvd. Suite 110
Santa Rosa, CA 95403

April 12, 2016

Subject: Comments on Ag Exemptions for Farming in Wetlands

Dear Mr. Linegar:

On February 4, 2016, members of Friends of Atascadero Wetlands, or FAW, met with you, Gail Davis, Andy Casarez, Brian Millar, Sandi Potter, Crystal Acker and others to discuss Sonoma County PRMD's proposal to designate a portion of the Atascadero wetlands in an amendment to the General Plan. One of the issues discussed during the meeting were exemptions for farming in wetlands provided in Section 404(f) of the Clean Water Act. My understanding at the meeting was that the Ag Commissioner's Office is aware of a 404 exemption for agriculture, and because of the exemption, allows farming in wetlands.

I have since researched this topic. Enclosed is a copy of Regulatory Guidance Letter 96-02, which directly addresses "deep-ripping" and related agricultural activities in wetlands. The guidance states that, although some farming activities are allowed in wetlands per exemptions under Section 404, other types of agricultural activity, including deep-ripping, are not exempt. Deep-ripping, as distinguished from plowing, is not exempt because it has the potential to damage, destroy, or alter the hydrology of the wetland. In addition, farming activity that converts wetland to upland is not exempt under Section 404.

The attached guidance indicates that deep-ripping is not typically considered an "ongoing agricultural practice", and therefore is not exempt, because it is generally used to prepare a site for planting, sometimes for the first time, due to a change in land use. My understanding is that deep-ripping is used to prepare land for the planting of wine grapes for the first time throughout Sonoma County, and that deep-ripping may also be performed before replanting an existing vineyard.

The guidance clearly explains that if deep-ripping results in a change to the hydrology of the wetland, then it is not exempt under Section 404 and therefore requires permitting. Also, deep-ripping of vernal pools is not ever exempt from permitting because of the high likelihood of destroying the underlying impermeable layers which support the unique hydrology of the wetland.

Another farming practice with the planting of wine grapes is to install under-drains. I was informed at the meeting that under-drains are not a part of VESCO or the Ag Commissioner's Office purview. The installation of under-drains in wetland vineyards would most certainly change the hydrology of the wetland. Therefore, I

recommend the Ag Commissioner's Office revise VESCO to prohibit the installation of under-drains in farmed wetlands and replants of farmed wetlands.

I recommend that the Ag commissioners Office be proactive in the identification and protection of wetlands in Sonoma County. There are many examples of wetlands converted to vineyard along Atascadero Creek. The establishment of vineyard in wetland in the past was likely due to the applicant's biological studies not identifying wetlands, the Ag Commissioner's Office allowing farming in wetlands, County staff not identifying wetlands, or a combination of these factors.

An example of a vineyard replant in wetlands that was recently permitted by the Ag Commissioner's Office is the Char Vale vineyard off of Occidental Road. Permitting of the replant by the Ag Commissioner's Office should have excluded the use of deep-ripping and under-drains, in addition to fill. Also, in the same neighborhood, there is an example of the Ag Commissioner's approval of vineyard within and adjacent to wetlands at 10340/10342 Occidental Road. No delineation was required for this application because the property had previously been farmed for hay. The project at 10340/10342 Occidental Road meets the ACOE guidance criteria for change of use, which triggers permitting, and wetlands for that project should have been identified and avoided.

With the revision of VESCO, there is improved language for the protection of wetlands. However, identification of wetlands by the Ag Commissioner's Office is still mostly reliant on the biological studies. I recommend that the Ag Commissioner's Office perform more scientifically based, critical review of all projects, including replants, and of the applicant's biological reports. This could be accomplished by providing staff more training on wetland criteria and wetland field identification. Another suggestion is to incorporate staff review of aerial photography through time on all projects and to have your staff work closely with the regulatory agencies tasked with wetland protection; the ACOE, NCRWQCB, and CDFW.

Based on the ACOE guidance document, the Ag Commissioners Office should create VESCO policy to prohibit deep-ripping and the use of under-drains in existing farmed wetlands and for replants in farmed wetlands. VESCO should also require that applicants confirm that farming activities will not damage, destroy, or alter the hydrology of the wetlands. However, since this is scientifically difficult to prove, avoidance of wetlands with adequate setbacks is the best policy.

In summary, I have the following recommendations for the Ag Commissioner's Office-

- Identification of wetlands is the first line of defense. Train staff in the identification of soils, plants and hydrology indicative of wetland habitat, incorporate aerial photo review through time for all new applications and

replants, and work closely with the regulatory agencies in the identification and protection of wetlands.

- Avoid wetlands for new plantings and enforce adequate setbacks (100 feet) from wetlands to proposed farmed areas.
- Prohibit deep ripping and farming in vernal pools.
- Prohibit deep-ripping, fill, and under-drains in currently farmed wetlands and replants.
- Identify and avoid wetlands when there is a change in agricultural land use, such as ranching or pasture, like hay crops, to vineyard, or when there is a hiatus in farming activity, as per the ACOE guidance.

Sincerely-

Jo Bentz
A Friend of Atascadero Wetlands

Attachment-US ACOE Regulatory Guidance Letter 96-02

cc:

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Army Corps of Engineers

Normal Farming Exemption Summary

Sacramento District
1325 J Street
Sacramento, CA 95814-2922

NORMAL FARMING ACTIVITIES

Pursuant to Section 404 of the Clean Water Act (33 USC 1344) and Federal Regulations (33 CFR 323.4 (a)(1)) Normal farming, silviculture and ranching activities such as plowing, seeding, cultivating, minor drainage, and harvesting for the production of food, fiber, and forest products, or upland soil and water conservation practices, as defined in paragraph (a)(1)(iii) of this section are exempted from requiring a Section 404 permit.

(ii) To fall under this exemption, the activities specified in paragraph (a)(1)(i) of this section must be part of an established (i.e., on-going) farming, silviculture, or ranching operation and must be in accordance with definitions in Sec. 323.4(a)(1)(iii). Activities on areas lying fallow as part of a conventional rotational cycle are part of an established operation. Activities which bring an area into farming, silviculture, or ranching use are not part of an established operation. An operation ceases to be established when the area on which it was conducted has been converted to another use or has lain idle so long that modifications to the hydrological regime are necessary to resume operations. If an activity takes place outside the waters of the United States, or if it does not involve a discharge, it does not need a section 404 permit, whether or not it is part of an established farming, silviculture, or ranching operation.

(iii)(A) Cultivating means physical methods of soil treatment employed within established farming, ranching and silviculture lands on farm, ranch, or forest crops to aid and improve their growth, quality or yield.

(C) Harvesting means physical measures employed directly upon farm, forest, or ranch crops within established agricultural and silvicultural lands to bring about their removal from farm, forest, or ranch land, but does not include the construction of farm, forest, or ranch roads.

(C)(1) Minor Drainage means:

(i) The discharge of dredged or fill material incidental to connecting upland drainage facilities to waters of the United States, adequate to effect the removal of excess soil moisture from upland croplands. (Construction and maintenance of upland (dryland) facilities, such as ditching and tiling, incidental to the planting, cultivating, protecting, or harvesting of crops, involve no discharge of dredged or fill material into waters of the United States, and as such never require a section 404 permit.);

(ii) The discharge of dredged or fill material for the purpose of installing ditching or other such water control facilities incidental to planting, cultivating, protecting, or harvesting of rice, cranberries or other wetland crop species, where these activities and the discharge occur in waters of the United States which are in established use for such agricultural and silvicultural wetland crop production;

(iii) The discharge of dredged or fill material for the purpose of manipulating the water levels of, or regulating the flow or distribution of water within, existing impoundments which have been constructed in accordance with applicable requirements of CWA, and which are in established use for the production of rice, cranberries, or other wetland crop species. (The provisions of paragraphs (a)(1)(iii)(C)(1) (ii) and (iii) of this section apply to areas that are in established use exclusively for wetland crop production as well as areas in established use for conventional wetland/non-wetland crop rotation (e.g., the rotations of rice and soybeans) where such rotation results in the cyclical or intermittent temporary dewatering of such areas.)

(iv) The discharges of dredged or fill material incidental to the emergency removal of sandbars, gravel bars, or other similar blockages which are formed during flood flows or other events, where such blockages close or constrict previously existing drainageways and, if not promptly removed, would result in damage to or loss of existing crops or would impair or prevent the plowing, seeding, harvesting or cultivating of crops on land in established use for crop production. Such removal does not include enlarging or extending the dimensions of, or changing the bottom elevations of, the affected drainageway as it existed prior to the formation of the blockage. Removal must be accomplished within one year of discovery of such blockages in order to be eligible for exemption.

(2) Minor drainage in waters of the U.S. is limited to drainage within areas that are part of an established farming or silviculture operation. It does not include drainage associated with the immediate or gradual conversion of a wetland to a non-wetland (e.g., wetland species to upland species not typically adapted to life in saturated soil conditions), or conversion from one wetland use to another (for example, silviculture to

farming). In addition, minor drainage does not include the construction of any canal, ditch, dike or other waterway or structure which drains or otherwise significantly modifies a stream, lake, swamp, bog or any other wetland or aquatic area constituting waters of the United States. Any discharge of dredged or fill material into the waters of the United States incidental to the construction of any such structure or waterway requires a permit.

(D) Plowing means all forms of primary tillage, including moldboard, chisel, or wide-blade plowing, discing, harrowing and similar physical means utilized on farm, forest or ranch land for the breaking up, cutting, turning over, or stirring of soil to prepare it for the planting of crops. The term does not include the redistribution of soil, rock, sand, or other surficial materials in a manner which changes any area of the waters of the United States to dry land. For example, the redistribution of surface materials by blading, grading, or other means to fill in wetland areas is not plowing. Rock crushing activities which result in the loss of natural drainage characteristics, the reduction of water storage and recharge capabilities, or the overburden of natural water filtration capacities do not constitute plowing. Plowing as described above will never involve a discharge of dredged or fill material.

(E) Seeding means the sowing of seed and placement of seedlings to produce farm, ranch, or forest crops and includes the placement of soil beds for seeds or seedlings on established farm and forest lands.

A Section 404 permit is required if either of the following occurs:

- (1) Any discharge of dredged or fill material resulting from the above activities which contains any toxic pollutant listed under Section 307 of the Clean Water Act shall be subject to any applicable toxic effluent standard or prohibition, and shall require a permit.
- (2) Any discharge of dredged or fill material into waters of the United States incidental to the above activities must have a permit if it is part of an activity whose purpose is to convert an area of the waters of the United States into a use to which it was not previously subject, where the flow or circulation of waters of the United States may be impaired or the reach of such waters reduced. Where the proposed discharge will result in significant discernible alterations to flow or circulation, the presumption is that flow or circulation may be impaired by such alteration. For example, a permit will be required for the conversion of a wetland from silvicultural to agricultural use when there is a discharge of dredged or fill material into waters of the United States in conjunction with construction of dikes, drainage ditches, or other works or structures used to effect such conversion. A discharge which elevates the bottom of waters of the United States without converting it to dry land does not thereby reduce the reach of, but may alter the flow or circulation of, waters of the United States.

If the proposed discharge satisfies all of the above restrictions and the best management practices, it is automatically exempted and no further permit action from the Corps of Engineers is required. If any of the restrictions of this exemption will not be complied with, a permit is required and should be requested using ENG Form 4345 (Application for a Department of the Army permit). A nationwide permit authorized by the Clean Water Act may be available for the proposed work. State or local approval of the work may also be required.

For general information on the Corps' Regulatory Program please check our web site at www.spk.army.mil/regulatory. For additional information or for a written determination regarding a specific project, please contact the Corps at the following addresses:

Sacramento Main Office-1325 J Street, Room 1480, Sacramento, CA 95814	(916) 557-5250
Redding Field Office-152 Hartnell, Redding, CA 96002	(530) 223-9534
Reno Office-300 Booth Street, Room 2103, Reno, NV 89509	(775) 784-5304
Intermountain Region Main Office-533 West 2600 South, Suite 150, Bountiful, UT 84010	(801) 295-8380
Colorado/Gunnison Basin Office-402 Rood Ave., Room 142, Grand Junction, CO 81501	(970) 243-1199
Durango Office-278 Sawyer Dr., Unit #1, Durango, CO 81301	(970) 375-9506
Frisco Office-301 W Main, Suite 202, P.O. Box 607, Frisco, CO 80443	(970) 668-9676
St. George Office-321 North Mall Drive, Suite L-101, St. George, UT 84790	(435) 986-3979

Updated DEC 2004

Regulatory Guidance Letter 96-02

SUBJECT: Applicability of Exemptions under Section 404(f) to "Deep-Ripping" Activities in Wetlands

DATE: 12 December 1996

EXPIRES: 31 December 2001

Department of the Army, U.S. Army Corps of Engineers

United States Environmental Protection Agency

MEMORANDUM TO THE FIELD

SUBJECT: Applicability of Exemptions under Section 404(f) to "Deep-Ripping" Activities in Wetlands

PURPOSE: The purpose of this memorandum is to clarify the applicability of exemptions provided under Section 404(f) of the Clean Water Act (CWA) to discharges associated with "deep-ripping" and related activities in wetlands.¹

¹ As this guidance addresses primarily agricultural-related activities, characterizations of such practices have been developed in consultation with experts at the U.S. Department of Agriculture (USDA), Natural Resources Conservation Service.

BACKGROUND:

1. Section 404(f)(1) of the CWA exempts from the permit requirement certain discharges associated with normal farming, forestry, and ranching practices in waters of the United States, including wetlands. Discharges into waters subject to the Act associated with farming, forestry, and ranching practices identified under Section 404(f)(1) do not require a permit except as provided under Section 40.4(f)(2).
2. Section 404(f)(1) does not provide a total automatic exemption for all activities related to agricultural silvicultural or ranching practices. Rather, Section 404(f)(1) exempts only those activities specifically identified in paragraphs (A) through (F), and "other activities of essentially the same character as named" [44 FR 34264]. For example, Section 404(f)(1)(A) lists discharges of dredged or fill material from "normal farming, silviculture and ranching activities, such as plowing, seeding, cultivating, minor drainage,

harvesting for the production of food, fiber, and forest products, or upland soil and water conservation practices."

3. Section 404(f)(1)(A) is limited to activities that are part of an "established (i.e., ongoing) farming, silviculture, or ranching operation." This "established" requirement is intended to reconcile the dual intent reflected in the legislative history that although Section 40.4 should not unnecessarily restrict farming, forestry, or ranching from continuing at a particular site, discharge activities which could destroy wetlands or other waters should be subject to regulation.

4. EPA and Corps regulations [40 CFR 230 and 33 CFR 320] and preamble define in some detail the specific "normal" activities listed in Section 404(f)(1)(A). Three points may be useful in the current context:

a. As explained in the preamble to the 1979 proposed regulations, the words "such as" have been consistently interpreted as restricting the section "to the activities named in the statute and other activities of essentially the same character as named," and "preclude the extension of the exemption ... to activities that are unlike those named." [44 FR 34264].

b. Plowing is specifically defined in the regulations not to include the redistribution of surface material in a manner which converts wetlands areas to uplands [See 40 CFR 233.35(a)(1)(iii)(D)].

c. Discharges associated with activities that establish an agricultural operation in wetlands where previously ranching had been conducted, represents a "change in use" within the meaning of Section 404(f)(2). Similarly, discharges that establish forestry practices in wetlands historically subject to agriculture also represent a change in use of the site (See 40 CFR 233.35(c)).

5. The statute includes a provision at Section 404(f)(2) that "recaptures" or reestablishes the permit requirement for those otherwise exempt discharges which:

a. convert an area of the waters of the U.S. to a new use, and

b. impair the flow or circulation of waters of the U.S. or reduce the reach of waters of the U.S.

Conversion of an area of waters of the U.S. to uplands triggers both provisions (a) and (b) above. Thus, at a minimum any otherwise exempt discharge that results in the conversion of waters of the U.S. to upland is recaptured under Section 404(f)(2) and requires a permit. It should be noted that in order to trigger the recapture provisions of Section 404(f)(2), the discharges themselves need not be the sole cause of the destruction of the wetland or other change in use or sole cause of the reduction or impairment of reach, flow, or circulation of waters of the U.S. Rather, the discharges need only be "incidental to" or "part of" an activity which is intended to or will foreseeably bring about that result. Thus, in applying Section 404(f)(2), one must consider discharges in context, rather than isolation.

ISSUE:

1. Questions have been raised involving "deep-ripping" and related activities in wetlands and whether discharges associated with these actions fall within the exemptions at Section 404(f)(1)(A). In addition, the issue has been raised whether, if such activities fall within the exemption, they would be recaptured under Section 404(f)(2).

2. "Deep-ripping" is defined as the mechanical manipulation of the soil to break up or pierce highly compacted, impermeable or slowly permeable subsurface soil layers, or other similar kinds of restrictive soil layers. These practices are typically used to break up these subsoil layers (e.g., impermeable soil layer, hardpan) as part of the initial preparation of the soil to establish an agricultural or silvicultural operation. Deep-ripping and related activities are also used in established farming operations to break up highly compacted soil. Although deep-ripping and related activities may be required more than once, the activity is typically not an annual practice. Deep-ripping and related activities are undertaken to improve site drainage and facilitate deep root growth, and often occur to depths greater than 16 inches and, in some cases, exceeding 4 feet below the surface. As such it requires the use of heavy equipment, including bulldozers, equipped with ripper-blades, shanks, or chisels often several feet in length. Deep-ripping and related activities involve extending the blades to appropriate depths and dragging them through the soil to break up the restrictive layer.

3. Conversely, plowing is defined in EPA and Corps regulations [40 CFR 230 and 33 CFR 320] as "all forms of primary tillage ... used ... for the breaking up, cutting, turning over, or stirring of soil to prepare it for the planting of crops" [40 CFR 232.3(d)(4)]. As a general matter, normal plowing activities involve the annual or at least regular, preparation of soil prior to seeding or other planting activities. According to USDA, plowing generally involves the use of a blade, chisel or series of blades, chisels, or discs, usually 8-10 inches in length pulled behind a farm vehicle to prepare the soil for the planting of annual crops or to support an ongoing farming practice. Plowing is commonly used to break up the surface of the soil to maintain soil tilth and to facilitate infiltration throughout the upper root zone.

DISCUSSION:

1. Plowing in wetlands is exempt from regulation consistent with the following circumstances:

a. it is conducted as part of an ongoing, established agricultural, silvicultural or ranching operation; and

b. c. the plowing is not incidental to an activity that results in the immediate or gradual conversion of wetlands to non-waters.

2. Deep-ripping and related activities are distinguishable from plowing and similar practices (e.g., discing, harrowing) with regard to the purposes and circumstances under

which it is conducted, the nature of the equipment that is used, and its effect, including in particular the impacts to the hydrology of the site.

a. Deep-ripping and related activities are commonly conducted to depths exceeding 16 inches, and as deep as 6-8 feet below the soil surface to break restrictive soil layers and improve water drainage at sites that have not supported deeper rooting crops. Plowing depths, according to USDA, rarely exceed one foot into the soil and not deeper than 16 inches without the use of special equipment involving special circumstances. As such, deep-ripping and related activities typically involve the use of special equipment, including heavy mechanized equipment and bulldozers, equipped with elongated ripping blades, shanks, or chisels often several feet in length. Moreover, while plowing is generally associated with ongoing operations, deep-ripping and related activities are typically conducted to prepare a site for establishing crops not previously planted at the site. Although deep-ripping may have to be redone at regular intervals in some circumstances to maintain proper soil drainage, the activity is typically not an annual or routine practice.

b. Frequently, deep-ripping and related activities are conducted as a preliminary step for converting a "natural" system or for preparing rangeland for a new use such as farming or silviculture. In those instances, deep-ripping and related activities are often required to break up naturally-occurring impermeable or slowly permeable subsurface soil layers to facilitate proper root growth. For example, for certain depressional wetlands types such as vernal pools, the silica-cemented hardpan (durapan) or other restrictive layer traps precipitation and seasonal runoff creating ponding and saturation conditions at the soil surface. The presence of these impermeable or slowly permeable subsoil layers is essential to support the hydrology of the system. Once these layers are disturbed by activities such as deep-ripping, the hydrology of the system is disturbed and the wetland is often destroyed.

c. In contrast, there are other circumstances where activities such as deep-ripping and related activities are a standard practice of an established on-going farming operation. For example, in parts of the Southeast, where there are deep soils having a high clay content, mechanized farming practices can lead to the compaction of the soil below the soil surface. It may be necessary to break up, on a regular although not annual basis, these restrictive layers in order to allow for normal root development and infiltration. Such activities may require special equipment and can sometimes occur to depths greater than 16 inches. However, because of particular physical conditions, including the presence of a water table at or near the surface for part of the growing season, the activity typically does not have the effect of impairing the hydrology of the system or otherwise altering the wetland characteristics of the site.

CONCLUSION:

1. When deep-ripping and related activities are undertaken as part of an established ongoing agricultural silvicultural or ranching operation, to break up compacted soil layers and where the hydrology of the site will not be altered such that it would result in

conversion of waters of the U.S. to upland, such activities are exempt under Section 404(f)(1)(A).

2. Deep-ripping and related activities in wetlands are not part of a normal ongoing activity, and therefore not exempt, when such practices are conducted in association with efforts to establish for the first time (or when a previously established operation was abandoned) an agricultural silvicultural or ranching operation. In addition, deep-ripping and related activities are not exempt in circumstances where such practices would trigger the "recapture" provision of Section 404(f)(2):

a) Deep-ripping to establish a farming operation at a site where a ranching or forestry operation was in place is a change in use of such a site. Deep-ripping and related activities that also have the effect of altering or removing the wetland hydrology of the site would trigger Section 404(f)(2) and such ripping would require a permit.

b) Deep-ripping a site that has the effect of converting wetlands to non-waters would also trigger Section 404(f)(2) and such ripping would require a permit.

3. It is the agencies' experience that certain wetland types are particularly vulnerable to hydrological alteration as a result of deep-ripping and related activities. Depressional wetland systems such as prairie potholes, vernal pools and playas whose hydrology is critically dependent upon the presence of an impermeable or slowly permeable subsoil layer are particularly sensitive to disturbance or alteration of this subsoil layer. Based upon this experience, the agencies have concluded that, as a general matter, deep-ripping and similar practices, consistent with the descriptions above, conducted in prairie potholes, vernal pools, playas, and similar depressions wetlands destroy the hydrological integrity of these wetlands. In these circumstances, deep-ripping in prairie potholes, vernal pools, and playas is recaptured under Section 404(f)(2) and requires a permit under the Clean Water Act.

/signed/

Robert H Wayland III
Director
Office of Wetlands, Oceans and Watersheds
U.S. Environmental Protection Agency

/signed/

Daniel R Burns, P.E.
Chief, Operations, Construction and Readiness Division
Directorate of Civil Works
U.S. Army Corps of Engineers



US Army Corps
of Engineers®

REGULATORY GUIDANCE LETTER

No. 05-06

Date: 7 December 2005

SUBJECT: Expired Regulatory Guidance Letters

1. Purpose and Applicability

a. **Purpose.** To provide guidance regarding the status and use of Regulatory Guidance Letters issued prior to 2002.

b. **Applicability.** This applies to all aspects of the Corps' Regulatory Program.

2. General Considerations

a. **Background.** Regulatory Guidance Letters (RGLs) were developed by the Corps Headquarters (HQUSACE) to organize and track written guidance issued to field offices. Over the last 25 years, RGLs have been issued as a result of evolving policy, judicial decisions, and changes to Corps regulations or another agency's regulations that affect our permit program. To date, about 135 RGLs have been issued by HQUSACE. When new or revised permit regulations have been issued, HQUSACE has incorporated into those regulations much of the guidance provided in earlier RGLs, thereby rendering those RGLs unnecessary. In addition, some of the guidance provided in the RGLs became obsolete as a result of new policy or court decisions. For several years, a current list of RGLs was published in the Federal Register (FR) under the Notice Section. In 2000, the Corps ceased publication of the RGLs in the FR and has since maintained a list of RGLs, both current and expired, on its website.

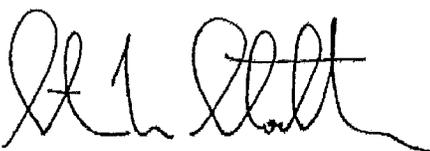
b. **Practice.** While RGLs are used by the Corps only to interpret or clarify Regulatory Program policy or procedures, they provide useful guidance to field offices. RGLs are intended to promote program consistency and efficiency across the nation. RGLs issued prior to 2002 included specific dates on which they expired. However, HQUSACE, in both the FR and on its website, has indicated that the guidance provided in expired RGLs generally remains valid after the expiration date, unless superseded by regulations or another RGL. This advisory language has in recent years caused some confusion with field offices and the regulated public. In particular, HQUSACE has not explained what it meant by "valid" nor has HQUSACE clearly communicated which of the expired RGLs have become obsolete as a result of subsequent regulation, policy or guidance. Since 2002, RGLs have been issued without specific expiration dates; those more recent RGLs remain valid until revised or rescinded.

3. Guidance

a. RGLs that have expired fall into one of two categories. The first category consists of those RGLs that provide useful information and that, although outdated, are still generally applicable to current program execution. For instance, an expired RGL may reference an old regulation or initiative but continues to provide important direction on a particular matter. HQUSACE plans to update and reissue many of these RGLs or to integrate them into our Standard Operating Procedures. The second category consists of expired RGLs that contain guidance no longer needed or appropriate for the Corps current Regulatory Program. These RGLs have been superseded, replaced or otherwise made obsolete by regulations, court decisions, or other developments. While these RGLs are helpful in understanding the historical context of our program, they are no longer valid and are not to be utilized by Corps field offices as guidance.

b. The expired RGLs that continue to be generally applicable to the Corps Regulatory Program are listed in the two-page attachment. Any expired RGL not listed is considered inappropriate for current program execution. As RGLs are updated and reissued, this list will be revised periodically to show the current set of expired RGLs that continue to apply to the program.

4. Duration. This guidance remains in effect unless revised or rescinded.


for DON T. RILEY
Major General, US Army
Director of Civil Works

ATTACHMENT

RGL 05-05

Expired RGLs Generally Applicable to the Corps Regulatory Program
1 September 2005

<u>95-01</u>	Guidance on Individual Permit Flexibility for Small Landowners
<u>93-01</u>	Provisional Permits
<u>92-04</u>	Section 401 Water Quality Certification and Coastal Zone Management Act Conditions for Nationwide Permits
<u>92-02</u>	Water Dependency and Cranberry Production
<u>92-01</u>	Federal Agencies Roles and Responsibilities
<u>91-01</u>	Extensions of Time for Individual Permit Authorizations
<u>90-04</u>	Water Quality Considerations (33 CFR 320.4 (d))
<u>90-02</u>	Permits for Structures and Fills Which Affect the Territorial Seas
<u>89-04</u>	Mandatory Public Notice Language
<u>89-03</u>	Activities Within Superfund Sites
<u>88-13</u>	National Environmental Policy Act (NEPA) Scope of Analysis and Alternatives
<u>88-12</u>	Processing Time; Regulatory Thresholds
<u>88-11</u>	NEPA Scope of Analysis; <i>Mall Properties, Inc. vs. Marsh</i>
<u>88-09</u>	Permit Coordination; Corps Civil Works Projects
<u>88-08</u>	Regulation of Artificial Islands, Installations, and Structures on the U.S. Outer Continental Shelf
<u>88-05</u>	Applicant Responsibility for Providing Information
<u>88-04</u>	Enforcement Limitations
<u>88-03</u>	Wetland Jurisdictional Determinations
<u>88-02</u>	Accounting; Charges to Projects
<u>88-01</u>	Length of Public Notices
<u>87-09</u>	Section 404 (f)(1)(c) Exemption for Construction or Maintenance of Farm or Stock Ponds
<u>87-08</u>	Testing Requirements for Dredged Material Evaluations
<u>87-07</u>	Section 404 (f)(1)(c) Statutory Exemption for Drainage Ditch Maintenance
<u>87-04</u>	Use of Alternative Dispute Resolution in Regulatory Actions
<u>87-03</u>	Section 401 Water Quality Certification
<u>87-02</u>	Use of the Word "Significant" in Permit Documentation
<u>87-01</u>	Streamlining the NEPA Process
<u>86-11</u>	Acknowledging Public Notice Comments
<u>86-09</u>	Clarification of "Normal Circumstances" in the Wetland Definition (33 CFR 323.2(c))
<u>86-08</u>	Summary of Decision in River Road Alliance vs Corps of Engineers
<u>86-03</u>	Section 404(f)(1)(e) Exemption of Farm and Forest Roads (33 CFR Part 323.4(a)(6))
<u>85-08</u>	Implementation of Fish and Wildlife Mitigation in the Corps of Engineers Regulatory Program
<u>85-07</u>	Superfund Projects
<u>85-06</u>	Permit Conditioning for Minimum In-Stream Flows
<u>85-05</u>	Referral Provisions of 33 CFR 325.8
<u>85-03</u>	Contractor Reports
<u>85-02</u>	Permit for Bridges and Causeways in the Navigable Waters of the U.S.
<u>85-01</u>	State Transfer Authority

ATTACHMENT

RGL 05-05

Expired RGLs Generally Applicable to the Corps Regulatory Program

1 Sep 2005

<u>84-17</u>	Permits for Activities Which May Modify or Encroach on Constructed Congressionally Authorized Work
<u>84-13</u>	Permitting Activities Associated with Corps Planning and O&M Projects
<u>84-09</u>	Permit Decision Documentation
<u>83-11</u>	Modification to Proposed Activities During the Processing of Corps Permits
<u>83-07</u>	General Permits for Reducing Duplication (State Program General Permits)



CRW 290 S. Main St. #817 Sebastopol CA 95472 www.CRiverwatch.org

April 6, 2016

Tony Linegar, Agricultural Commissioner
133 Aviation Blvd. Ste. 110
Santa Rosa, CA 95403

Re: Updating VESCO

Consider the following comments in your assessment for updating VESCO.

Piecemeal Development

Issuing ministerial permits from agencies can lead to cumulative impacts. Often parts of a project are evaluated on their own without the entire projects' impacts being evaluated. This allows a lesser level of scrutiny which translates to potential greater adverse impacts and significant cumulative impacts. The total project needs to be assessed for impacts to watercourses, to well water levels, to neighbors' properties, and to sensitive wildlife habitats.

Prior Approval from Resource Agencies

Approval for projects by the County should not occur without contacting a state or federal agency to evaluate the site within their jurisdictional area. The expertise of the independent scientists in the resource agencies is invaluable in evaluating and setting more specific thresholds, setbacks, and standards on these projects to pre-empt adverse changes to critical habitat areas, sensitive habitat areas, or areas of wetlands.

Buffers and Setbacks

Setbacks should be based on scientifically assessed conditions. Setbacks and buffers from sensitive, impaired, or other water bodies must be adequate to fully protect the essential needs of people and wildlife that depend upon them year round as determined by an independent expert.

Limitations for the Coastal Zone

Prohibit the intensification of agricultural activities including new vineyards and high impact orchard development in the Coastal Zone.

Tree Cutting

Cutting down of trees should not be permitted unless the applicant can demonstrate that the tree removal is necessary to protect a residence from fire or other hazard that is determined by a person qualified as a horticulturist or arborist and likely to be hazardous to people in the next decade.

Events Centers

Agricultural support, processing, promotion and other activities that go beyond the sowing, growing, harvest, and minor on-site sorting or sale of unprocessed produce or fiber shall be carried out in commercial or industrial areas.

BMPs

There is a reliance on BMPs which have a range of options and, when options are selected, are not necessarily even the Best Available Practices.

Finally, VESCO should fairly apply to all agriculture lands no matter when or how long the land has been farmed. This should be phased in, at the least.

Sincerely,

Larry Hanson, Manager
California River Watch



California River Watch PO Box 817 Sebastopol CA 95472 www.ncriverwatch.org

December 30, 2015

Commissioner Linegar
Agriculture Weights and Measure
133 Aviation Blvd. Ste. 110
Santa Rosa, CA 95403

Subject: Vineyard and Orchard Erosion Control Ordinance (VESCO);
Clarification, Update, or Modification of Rules

As the County of Sonoma makes needed updates and modifications to its ordinance governing the planting and replanting of vineyards and orchards within its jurisdiction, California River Watch (River Watch) makes the following general recommendations. When the draft language is developed, River Watch hopes to see that the issues raised below are addressed.

Wetlands, Streams, Rivers, and Vernal Pools
Regulatory Gaps
Mitigations
Erosion
Groundwater

Wetlands, Streams, Rivers, and Vernal Pools

River Watch concerns itself with many things and some of those include the actual and potential pollution and destruction of water bodies. Agricultural development is a major source of water pollution and can also substantially change drainage patterns, water availability, riparian zones, and aquatic habitats.

To date, the County has created a permitting scheme that has fallen short

of its ability to require sensitive water features and habitats be protected. River Watch encourages the County to now timely institutionalize an ability to properly protect the County's impaired water bodies and many listed aquatic species.

Existing Regulatory Gaps

River Watch submits that a more rational approach to agricultural development is indicated. For instance it is not rational to proceed with a permitting scheme that continues to green light large scale development impacts in the absence of full environmental review, analysis of water supply needs, in the absence of reasonable tree protection policies, and in complete isolation of other related grading or clearing work on the property. It is not a rational planning model to ignore the cumulative impacts of development which the current VESCO does.

The development community is well aware of the regulatory gaps that exist. These continue to play key roles in the degradation of the watersheds upon which humans and wildlife depend.

Specifically, the County must discontinue its policy of issuing permits prior to proper investigation and approval of land disturbing activities by the appropriate resource agencies. There is no substitute for proper investigation and independent peer review insofar as good science is the foundation upon which to build a proper protection strategy. In order to avoid and restore the incremental damage to important, fragile, and rare aquatic features, rigorous and credible biological and hydrological studies must support applications. These reports must be independently peer reviewed.

In addition, staff must be required to look at the totality of the activities occurring on an ownership. Improvements to past policy of looking at activities in isolation, are greatly needed and would track with a more a rational approach to overall planning. A rational approach begins with looking at the real impacts of proposed activities and properly assessing the cost to the environment. The County must proceed to analyze whether all the reasonably likely activities have the potential to cause significant on-site or off-site impacts.

For example, a reservoir, a well, or clearing vegetation for pasture or hay

all individually have substantial potential to harm the environment. Together they are very likely to actually harm the environment and lead to other impacts besides those narrowly associated with drilling or digging holes in the ground. All possible impacts must be anticipated, analyzed, and avoided if at all possible. This type of review process is warranted. This should be the prevailing review model in order that agencies can properly plan for the long-term and to protect the valid interests of all concerned.

Common sense requires the County to no longer look at one activity at a time and thereby hope to properly manage development for true sustainability. Staff must be authorized to apply the most modern planning principles and their professional experience to the review process.

Furthermore, no proposed plant or replant must encroach upon the proper functioning of the water features identified above or their water dependent habitats and species. High standards, therefore, must be set and the staff must be given the discretion to require additional setbacks, limits, buffers, and protections where staff feels they are reasonably warranted to avoid incremental impacts to sensitive features and species.

Although other potentially destructive activities such as clearing vegetation for hayfields, reservoirs, and grazing are not covered under the current version of VESCO, River Watch strongly urges the County to address the impacts these activities have on water bodies in an expeditious manner.

Overall the County must stand by the principle that development activities are limited by the location of land in proximity to aquatic features. Development must avoid historic and present occurrences of aquatic and other species. The County has a duty to honor and vigorously implement rules meant to restore imperiled species, to avoid adverse cumulative impacts, to avoid harm to listed species, and to avoid over appropriation of watersheds and aquifers.

Mitigations

River Watch urges the County to refrain from substituting mitigations for actual protections in the first instance. Incremental conversion of sensitive habitats is on-going, the County's controls are inadequate, and the County can do much more. For example, although the County is required to obtain

mitigation, on an acre per acre basis, when destruction of habitat of the California Tiger Salamander is (CTS) is proposed, the County fails to comply with this requirement (CTS Conservation Strategy). Mitigation for loss of critical habitat is not the biologically preferred approach, yet the County even fails to do this much.

Mitigation policies are not the biologically preferred approach, and they in no way guarantee no net loss. They are merely meant to accommodate development at the expense of the natural environment. River Watch proposes that the County take a proactive and independent approach that actually protects existing habitat and seeks to restore and replace lost habitat and connectivity. In an era of climate change, the margin of error has changed and no critical habitat that remains should be further compromised.

It is incumbent upon the land use agencies to regulate development. They should only allow development that is appropriate given the sensitive features and species that occur in a particular land use category or zone. It has been said many times, good rules and good policy be they from the federal, state, or local government are undermined by local land use decisions. River Watch urges the County to be ambitious, integrate the best science and policy, and set high standards that will be the model for the state.

Land use agencies must educate the development community, including agriculture, that development affects everyone, has cumulative impacts on sensitive species, and is only permissible when ecological systems are maintained in functioning order.

Erosion

Agricultural lands are notorious for delivering sediment to Sonoma County streams and rivers. Soil carries with it chemicals that are applied to crops and are a major source of water pollution. VESCO has not prevented this erosion pollution.

VESCO must address this issue not only in the future but also retroactively. Plowing, ripping, disking, and vegetation removal loosen soils. Rain moves these soils. Although a well known cause and affect, VESCO still remains, inadequate to deal with this. Some streams become aggraded due to

sediment piling up. Others are severely incised which leads to mass wasting events.

With this in mind, VESCO must require that there be no loss of soils to water courses. Currently, design includes drain tiles and removal of water from the agricultural lands by delivering vast amounts of water, soil, and chemicals to the nearest waterway. All agriculture must be designed to capture all runoff, remove all pollutants including all sediments, and to properly recharge aquifers.

In addition, because increased velocities are damaging to habitat, stream banks, and downstream residents, runoff to creeks must not increase the velocity of the stream flow especially during rain events.

Groundwater

Agriculture is a large user of both surface and groundwater. These diversions have and will continue to contribute to the impaired status of Sonoma County water bodies. VESCO must incorporate the impacts of water supply development associated with agricultural development. Proposals to drill new wells, to enlarge wells, to increase pumping rates, to increase appropriations, or to re-drill old wells must be disclosed and analyzed during the review of proposed agricultural activities in order that the proposed activities will not damage water quality, habitat, or neighbors water supply.

The County's approach has ignored one of the largest potential impacts related to issuance of agricultural permits. A real change in the review process is reasonable and prudent and properly identifies the real impacts associated with proposed agricultural activities.

Analysis of proposed water supply development related to agriculture must include a credible hydrologic and geologic investigation. Impacts to water bodies and neighbors must be assessed and avoided.

Summary

Major areas of improvement have been identified above and are briefly summarized here for convenience:

- VESCO must require biological and hydrological studies to support applications.
- These reports must be independently peer reviewed;
- VESCO must require the County look at the totality of the activities occurring on an ownership;
- VESCO must set high standards for protection of water features;
- Staff must be given discretion to require additional setbacks, limits, buffers, and protections where staff feels they are reasonably warranted to avoid incremental impacts to sensitive features and species;
- The County should refrain from substituting mitigations for actual protections in the first instance;
- VESCO must ensure no loss of soils to water courses;
- All agriculture must be designed to capture runoff, remove pollutants including all sediments, and to properly recharge aquifers;
- VESCO must integrate the best science and policy;
- Runoff to creeks must not increase the velocity of the stream flow especially during rain events; wells must be disclosed and analyzed during the review of proposed agricultural activities;
- Water supply development related to agriculture must include a credible hydrologic and geologic investigation that pass peer review.

Conclusion

River Watch urges the County to take this opportunity to look forward and to incorporate reasonable, sound, and logical measures to plan for a future when Sonoma County agriculture no longer contributes to the decline of water quality and quantity.

River Watch remains optimistic that the County and its Department of Agriculture Weights and Measure recognize the importance of improving the regulation of high impact activities like agriculture and that meaningful improvements can be adopted in a timely manner.

December 1, 2015

Tony Linegar
Agricultural Commissioner
133 Aviation Blvd. Ste. 110
Santa Rosa, CA 95403

Re: Recommended Updates to VESCO

Thank you for the opportunity to contribute to the County and concerned public's effort to advance the County's permitting process as it relates to agricultural activities.

Long History

The ten recommendations below are provided in the context of the long history of attempting to manage large-scale agricultural pursuits namely vineyard and orchard development.

Recognition of the fact the issuance of a series of ministerial permits from one or more agencies leads to cumulative impacts, that go largely unevaluated and unmitigated, is critically important.

Recommended Changes to Agricultural Permitting Scheme

1. Link all activities on an ownership and proposed in Agriculturally Zoned lands (LIA, LEA, DA, RRD, AR and others), for the purpose of environmental analysis, notwithstanding the department in which an application was submitted.

2. Thresholds

Set thresholds for those activities that will fall under the updated ordinance. Such thresholds shall be designed to protect the small low intensity agricultural operations and the environment in the long-term. Thresholds shall be determined by independent scientists and include slope, acreage,

water needs, extent of grading, sensitive resources, cumulative impacts, and extent of vegetation removal.

3. No Piecemeal Development

Determine whether the totality of the changes proposed is reasonably likely to cause any adverse changes on neighbors' properties, watercourses, or sensitive habitats.

4. Some Activities may fit the definition of "Project"

Where it is reasonably likely that proposed agricultural activities will cause an adverse change in the environment, the activities shall constitute a "project," and the public shall be given Notice.

5. Prior Approval by Resource Agencies

No activity that may cause an adverse change in critical habitat areas, sensitive habitat areas, or areas of wetlands broadly defined shall be approved prior to receipt of written approval by the resource agencies with jurisdiction over the resource.

6. Setbacks Must be Based on Site Specific Conditions

Setbacks and buffers from sensitive, impaired, or other water bodies must be adequate to fully protect the essential needs of the people and wildlife that depend upon them year round as determined by an independent expert.

7. Coastal Limitations

Prohibit the intensification of agricultural activities including new vineyards and high impact orchard development in the Coastal Zone and the Coastal Zone as it changes due to sea-level rise.

8. Tree removal

Cutting down of trees is not permitted unless the applicant can demonstrate that the tree removal is necessary to protect a residence from fire or other hazard. The removal of trees is essentially a permanent harm. No tree removal shall be permitted unless the tree is determined, by a person qualified as a horticulturist or arborist, likely to be hazardous to people in the next decade.

9. Best Available Science

All references to Best Management Practices shall be changed to read "best available science" or highest standards set in the industry.

10. Events Centers

Agricultural support, processing, promotion and other activities that go beyond the sewing, growing, harvest, and minor on-site sorting or sale of unprocessed produce or fiber shall be carried out in commercial or industrial areas.

Language Needed to Integrate Recommended Changes

Given the broad nature of the recommendations provided, it would be appropriate to consider a clarifying or technical change to the title of the ordinance.

The title of the ordinance must accurately reflect the activities being reviewed and potentially permitted. For example: Ordinance to Develop Land and Water for Agriculture. ODLAWA

I recommend that the Purpose be modified to clearly state that Chapter 11 is enacted for the purpose of regulating grading, water supply development, drainage improvement, and land use changes related to agriculture within the unincorporated area of

the county by establishing thresholds for appropriate environmental review, for sustainable planning, for proper mitigation analysis and implementation. Most projects can be approved with appropriate mitigation and restrictions, but not all projects are appropriate in all areas.

Conclusion

The County is to be commended on its continued effort to manage the worst impacts of agriculture on long-term sustainability of ecosystems, watersheds, and communities. I look forward to participating in the update of VESCO and to benefit from the expertise of the independent scientists in the resource agencies in expeditiously setting more specific thresholds, setbacks, and standards.

Sincerely,

Kimberly Burr
PO Box 1246
Forestville, CA 95436
707-887-7433



September 11, 2015

Tony Linegar
Agricultural Commissioner
133 Aviation Boulevard, Suite 110
Santa Rosa, CA 95403

RE: Comments on Revisions to VESCO and associated Chapter 11 Grading, Drainage, Vineyard and Orchard Site Development Code of Ordinances.

Dear Tony,

Please find some of our comments for your consideration during your review of VESCO during the upcoming update process. It is our understanding that there is a desire to have VESCO to be complaint or compliment to upcoming regulations under the Clean Water Act (CWA) and possibly other regulatory programs. As we have spent considerable time working on Clean Water Act related policies, programs and law and we have collected water quality data and observations from the vineyards over several years our comments are colored by the results and conclusions we have arrived at over the course of our work.

Here is a bullet list of our comments:

- **Source Control Far Superior to Treatment Controls in Vineyards:**
- **Bare Soil Often Requires Treatment Controls**
- **Soil Only Moves in Bigger, More Intense Storm Events**
- **Align VESCO with other State, Federal Statues Specifically**
- **Prohibit Any Violation of Related State and Federal Statues on Water**
- **Many Projects Should Be Discretionary As They Produce Sediment**
- **VESCO Authority Should Extend to Life of Vineyard**
- **VESCO/ CEQA review Must Also Address Channel Forming/ Flood Discharges- Underdrains**
- **VESCO Has to Comply with Five Key Areas for TMDL Equivalency**



Overall Comments and Recommendations On VESCO Update

Source Control Far Superior to Treatment Controls in Vineyards:

Source controls in a vineyard setting simply mean do not allow soil, nutrient, organic matter or other pollutants to become entrained in runoff – in the first place. Treatment controls simply mean you have pollution that has been entrained in rain/ stormwater run-off and you are trying to remove those pollutants from moving water before it leaves the vineyard. What we have found in our water quality data collection and observations is that once sediment is entrained in moving water, it is difficult to impossible to get it out without giving up a lot of room to detention space. Most vineyards we sampled that had inadequate Source controls, had failed or improper treatment controls and resulted in measurements far in excess of current water quality standards. We can expect that today's water quality standards will be much lower than eventual TMDL load allocations for sediment requiring far better performance than we are seeing in the majority of existing vineyards.

We *Strongly* encourage you to organize all BMP's according to whether it provides Source Control or Treatment Control and emphasize Source Controls as being more cost effective if the goal is complying with water quality standards.

Bare Soil Often Requires Treatment Controls

One of the simplest truisms we found in vineyards during rain events was bare soils almost always result in measurements grossly in excess of standards for total suspended solids and turbidity. Some soils had inadequately established cover crop, some bare soil under vineyard rows due to herbicide use, others just had bare dirt vineyards with no cover crops. As a rule vineyards with 100% cover crops including under the rows during the rain season had the best water quality results. Most edge of field BMP's applied were not capable of reducing sediment in moving water. What we found with vegetated filter strips and grassy buffers was any reductions were not resulting in attainment of water quality standards.

Soil Only Moves in Bigger, More Intense Storm Events

Having spent years learning geomorphology and sampling both urban and rural first flush events, we know that soils doesn't move or erode in small less intense rain events. Soils erode and move to our stream during the more intense and heavier rain events, the exact opposite of urban pollution hydrology. Since soil only erodes and moves in larger events and since this is a erosion control ordinance, the design goals should be for larger more intense higher energy rain events such as last seasons December 11 and Feb 4-6 rain events. Experts state that one ton of soil erosion is equal to a paper thin slice of one acre of land, last year in over half of the vineyard we saw – they weren't losing sheets of paper – but boxes of paper or tons of soil.



Designing to the worst possibility is not too different than designing a building to withstand a strong earthquake that might not ever happen in that buildings lifetime. The big difference with rain events and erosion is we know that we will have any major "ARK" storm at least every other year. So in the lifetime of a 25 year vineyard it will have to endure at least 12 -15 ARK storm events. This is something that must be the design goal to ensure that growers can be assured to being in compliance with future sediment load allocations. To design to a lesser standard is not serving farmers or our environment.

Specific Recommendations On VESCO Update

- 1) Throughout the Chapter 11 document, regardless of whether it applies to Grading, Drainage, or Vineyard/Orchard Erosion and Sediment Control (VESCO) permits the County Agricultural Commissioner as a permitting authority has avoided including any language as to the environmental frailty (baseline) of the watershed and the limiting conditions under which we currently find ourselves (ESA listed species, 303 (d) listed and severely impaired waterways-Sediment, Nutrients, High Temperatures, -resulting in most areas of Sonoma County soon to be subjected to promulgated Federal TMDL load allocations, fragmented habitat, diminishing water resources in both surface and ground water). RRK believes that Chapter 11, as is currently written, is a disservice to the farmers and the public, as these ordinances will all have to be re-opened and revised. Consider Napa County's Ordinances written within the context of a TMDL along the Napa River--disturbing a slope higher than 5% triggers a CEQA review.

Recommendations

- Revise VESCO to be aligned with upcoming State and Federal CWA Regulations.
- Revise Article 16 and prohibit Cuts, Fills, and Ag Crop Production on slopes over 5% unless a CEQA review is completed and approved similar to Napa County
- Revise the requirements where the "permit authorities best management practices guide shall be implemented and functional on the site at all times" to not just apply to the "rain season" when the "grading, drainage improvement and vineyard/orchard site development is being conducted" but through the lifetime of a vineyard not just in rain season but *anytime* when there is threat of rain to comply with CWA



- 2) In **Article 12 of Chapter 11, under Section 11.12.010 A. Criteria for approval.** We question the term “ministerial” and wish to draw your attention to CHAPTER 23A of the Code of Ordinances where “ministerial” is defined as follows:

(n) Ministerial describes a governmental decision involving little or no personal judgment by a public official as to the wisdom or manner of carrying out a project. Common examples of ministerial permits include automobile registrations, dog licenses, etc.

Within the context of Chapter 11, ministerial permits become effective immediately upon being issued with no ability for direct review or appeal by the public. In many cases, our investigations have shown that many ministerial permits have resulted in detrimental effects to our environment. With consideration to future actions that may involve vineyard/orchard development in sensitive locations (important endangered species habitat, water scarce areas, on slopes up to 50%), RRK recommends that all projects pertaining to Chapter 11 move away from this outdated concept of “ministerial” to a more operationally applicable “discretionary” practice of permit approval given the conditions within our watersheds. This “discretionary” approval would also need to include thresholds that will trigger CEQA environmental review. Currently, VESCO does not require thorough environmental (CEQA) review of new sites.

- 3) At a minimum, VESCO should be revised to reflect the same environmentally protective intent that Chapter 23, Article II, Sec.23-1 (a), (b), (c) as well as Sec. 23-2 is written with.

Recommendations

- Revise **Article 16 Section 11.16.040, 050, 060** to adequately reflect the prohibitions advanced in **Chapter 23, Article II, Section 23-1** where it clearly states that it is “**Unlawful to engage in work or operations that decrease water clarity**”. This should indemnify the permittee throughout the life of the project be it pre, during or post development and that no matter what BMPs they chose to install, they will be held responsible and accountable for “soil and other pollutant discharges” from their operations.
- Revise **Article 16 Section 11.16.070. Work during the rainy season.** Currently, VESCO is allowing for full scale grading, drainage improvement and initial vineyard/orchard site development work for planting between April 1 and April 15 as well as full-scale site development work for replanting from the same dates in April and additionally from between October 15 and November



15. VESCO also permits "Final vineyard/orchard site development work for planting/replanting" at ANY TIME during the rainy season.

The only conditions placed upon any of this "Work during the rainy season" is that "on-site soil conditions permit the work to be performed" and that "storm water BMPs...are maintained". RRK recommends that VESCO be revised to include a higher level of responsibility on both the property owners and the permitting authority which would include notification/description of work to be performed, inspection by Ag Commissioners Office and higher probability of enforcement/fines or issuance of stop work orders. Again, we direct your attention to Chapter 23, Article II, Sec.231 and Sec.23-2 and the environmentally protective intent with which it is written.

Authority over life of vineyard to comply with Sediment TMDL and other mandates - CRITICAL

Sec 11.14.010 VESCO Permit Time Limits-5 years to complete a VESCO project in this uncertain era of climate change is too long. The State Construction General Permit is required to be renewed annually along with annual reports submitted on monitoring data, stage of project, and expected project completion date. There is not enough oversight nor a regulatory mechanism to keep these projects in compliance over a 5-year completion schedule. There should be annual monitoring reports similar to the ones that would be required under a CWA Waiver program.

Sec 11.14.030 Performance of work-Currently there is nothing written into this section that:

- Allows for public transparency as it relates to "Permit Implementation". We believe that all permit holders should be made aware that All inspection reports, whether written during the performance of the work or written within the minimum 3 year term following the final inspection (for purposes of monitoring the work performed) should be publicly available for review and that the permittees should be made aware of this public transparency policy. (Is public information req'd under CWA and TMDL's??)
- Asserts the permitting agencies jurisdiction over the protection of the environment. Throughout Article 14. Permit Implementation it should be made very clear that property owners will be held to comply with State and Federal Regulations, and that you are the designated agent that will be responsible for keeping them in compliance. Whether that be Federal TMDL Load allocations involving sediment, nutrients, bacteria, elevated temperatures, low dissolved oxygen, etc. or where a permittee is creating a nuisance conditions and thus contributing or causing Regional Water Board



Basin Plan Water Quality Objectives to be in exceedance (Example-phosphate bound to soil that is leaving the permittees project area due to poorly installed BMPs), the permit holders must be made aware that they will be held accountable and your agency should be the one to advise them on how they can best prevent this.

Sec 11.14.040 Completion of Work-Final Inspection. Upon approval by the Agricultural Commissioner's office staff, it should be obligatory on the property owner's part (or their agent) to sign an agreement that compels them to adhere to using BMPs for Ag Erosion and Sediment Control (i.e. the BMP manual compiled by the Ag Commissioners Office). This should be a mandatory requirement and should be a condition that should be followed into perpetuity (or until the land is managed non-agriculturally) – And AC office should have authority to enforce against failures to install BMP's or for improper installation as the vineyards staff are supposed to be trained.

Sec 11.16.120 Protection of Watercourses-This is a repeated observation of ours-with 60,000 plus acres dedicated to wine grapes in Sonoma County, and all the sediment that is generated by vineyard practices involving the tilling of the soil two to three times a year, "Flood carrying capacity" of our River, streams, tributaries, storm water conveyance channels, etc. has been altered and in some cases severely diminished. This is why we feel it is imperative to include language into VESCO that mandates the use of Ag Erosion and Sediment Control BMPs in all vineyards in order to comply with the provisions of Chapter 23, Article II.

Complying with 5 key provision of TMDL equivalent:

Sections 11.16.130, 140, 150, 160, 170 All specify setbacks from Streams, Lakes, Ponds, Wetlands, Ridgetops and Areas of Instability-These sections are outdated and need to reflect the recently approved "Streamside Conservation Area setbacks for agricultural cultivation". We have some concerns over the above sections:

- The entire Russian River Watershed is listed as impaired for sediment. As more stringent CWA regulations will be forth coming, we recommend that you revise all setbacks to reflect this reality. Example-Table 11.5 "Site Development for Vineyard and Orchard Replanting" where the setback on a Designated Stream is currently listed as "25 feet from top of bank". This and all other setbacks need to be revised to reflect the reality of our watershed. RRK is currently collecting Total Dissolved Solids data along with Turbidity Data during rain events and we can speak with authority on this issue-the current setbacks (50 feet from top of bank on New Vineyard Planting on a designated stream with highly erodible soils with up to a 50% slope) are insufficient to protect watercourses. We fear if these entire sections are not revised with more appropriate setbacks, inevitably the county will end up violating the CWA and subsequent legal actions will result.



- **Impaired Waterway Baseline-Any additional loading might trigger CEQA**

As the baseline in the Russian River is severely sediment impaired with some areas like Laguna having multiple water quality impairments related to farming such as nutrients and low DO, any additional contribution of sediment or nutrients is by definition a significant impact and must be mitigated to comply with CEQA.

The Russian Riverkeeper thanks you for the opportunity to provide feedback on revisions to VESCO and associated Chapter 11 Grading, Drainage, Vineyard and Orchard Site Development Code of Ordinances and looks forward to working together with you and your staff in the future.

Sincerely,

Bob Legge

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SEP 04 2015



UNITED STATES DEPARTMENT OF COMMERCE
National Oceanic and Atmospheric Administration
NATIONAL MARINE FISHERIES SERVICE
West Coast Region
777 Sonoma Avenue, Room 325
Santa Rosa, California 95404

Attachment C-12

August 28, 2015

Tony Linegar
Agricultural Commissioner
County of Sonoma
133 Aviation Boulevard, Suite 110
Santa Rosa, California 95403

Dear Mr. Linegar:

Thank you for inviting my staff to take part in your July 2, 2015, meeting to discuss potential improvements to Sonoma County's Vineyard Erosion and Sediment Control Ordinance (VESCO). At the meeting, which was also attended by representatives from local environmental organizations and state resource agencies, we discussed possible changes to VESCO being brought about by updated federal wetland protections, although the discussion spread to include other environmental concerns that attendees noted were ineffectively addressed by the current VESCO regulation. NOAA's National Marine Fisheries Service (NMFS) appreciates Sonoma County's effort to improve regulations that minimize agricultural impacts on aquatic habitat. Per your request, NMFS offers the following comments for your consideration:

Well pumping impacts to streamflow

Although the State's new Sustainable Groundwater Management Act (SGMA) will in the near future address the effects of groundwater pumping on surface flow in streams, no regulations are currently in place that adequately address impacts from groundwater pumping by new vineyard development in the County. Groundwater can either augment or diminish streamflow where interconnection with surface flows exist (USGS 1998). Where a groundwater aquifer supplements streamflow, the influx of cold, clean water can be of critical importance to maintaining adequate water temperature and flow volume, especially during summer dry periods. Pumping from these aquifer-stream complexes can lower groundwater levels and interrupt the hyporheic flow between the aquifer and stream. When this happens, summer streamflow can recede and water quality worsen to the point where salmonid habitat is degraded and individual juvenile steelhead and salmon suffer (Newburn *et al.* 2011). This relationship likely occurs within many Sonoma County watersheds with agricultural operations and rural residential/industrial development. Projects that cause these impacts or exacerbate an already stressed situation should be adequately investigated and mitigated prior to permit issuance.



Meeting the ambitious goal mandated by SGMA (*i.e.* achieving groundwater sustainability by the year 2040) will be a challenging effort, given that overdrafted conditions exist within many areas of Sonoma County (*e.g.*, Kleinfelder 2003, Nishikawa 2013). NMFS is concerned that the County's current practice of ministerial permitting for both well drilling and vineyard development allows for the existing groundwater situation to worsen, and that the process lacks important measures necessary to safeguard steelhead and salmon streams from degradation. For example, Sonoma County has approved 39 new vineyards in 2015 without any groundwater analysis. Five of these new vineyards, totaling over 40 acres, were permitted within the Green Valley Creek drainage¹, an acknowledged water scarce area. Green Valley Creek is a critical watershed for federally endangered Central California Coast Coho salmon (*Onchorhynchus kisutch*). Already low streamflow levels prompted the California State Water Resources Control Board in June 2015 to adopt an emergency regulation limiting groundwater and surface water use within four priority Russian River tributary watersheds, including the Green Valley Creek watershed. NMFS recommends the County incorporate well pumping impact analysis as part of VESCO or the well ordinance to address potential effects on surface streamflows, with a particular emphasis on new wells drilled within the County's already designated "water limited areas."²

Need for Effectiveness Monitoring

The VESCO program aims to prevent any increase in upslope erosion above existing background levels resulting from new vineyard development. The ordinance attempts to attain this goal primarily through implementing Best Management Practices (BMP), such as cover-crop use, sediment source maintenance, and seasonal restrictions on land development. However, determining whether the "no net increase in erosion" is achieved requires some level of post-development monitoring and analysis. While validating whether net erosion on a property is or is not above natural background levels likely involves a more intensive analysis than the County would desire, follow-up on the effectiveness of the various BMPs implemented by the landowner should not represent an overly burdensome task. NMFS recommends VESCO be modified to incorporate a monitoring protocol to ascertain the effectiveness of the BMP measures required by the ordinance.

Riparian Protection

Riparian buffers perform several important functions to maintain the ecological health of a stream corridor. Vegetation traps and contains upslope sediment and pollutant runoff, cools stream flows through shading, maintains stream bank stability through the strength of their root systems, and enhances instream habitat complexity by recruiting wood to the stream environment. The current VESCO program fails to adequately protect riparian habitat adjacent to vineyards, because the riparian setbacks within the VESCO ordinance fall well short of the minimum distances the literature suggests are necessary (Jones and Stokes 2002). Furthermore,

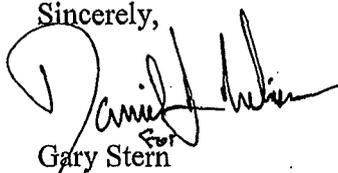
1 The new vineyard development occurs on the following five parcels, with vineyard acreage in parenthesis: 084-031-071 (10.34); 084-050-020 (1.19); 061-040-084 (3.36); 061-200-032 (5.59); and 080-100-027 (20).

2 Zones 3 and 4 on Sonoma County Groundwater Availability map, found at http://www.sonoma-county.org/prmd/gisdata/map_gallery.htm

the current regulations allow, in some instances, as little as a 25-foot buffer from the top-of-bank, which can be converted into a grassy swale so equipment can turn-around. The key characteristics of healthy riparian habitat are eliminated when all native vegetation is removed and replaced with grass. An argument given in favor of this regulation is that the buffer area in question was likely bare when the land was planted, and thus leaving it "as-is" is acceptable. Yet, this argument fails to consider that the only reason many unvegetated buffer strips remain unvegetated is that they are managed that way. If left unmanaged, these streamside areas would develop over time into functional riparian corridors that protect aquatic habitat and water quality. Within a watershed like the Russian River where much riparian habitat has been lost, effectively recovering damaged but restorable habitat is imperative. To accomplish this important goal in areas where VESCO requires only a 25-foot streamside buffer, NMFS recommends the County establish this buffer as a 25-foot "no touch" area to protect and recover riparian habitat and functionality.

NMFS appreciates the opportunity to comment on potential updates and improvements to the VESCO regulations. Please contact Rick Rogers at 707-578-8552 or rick.rogers@noaa.gov for questions concerning this letter.

Sincerely,



Gary Stern
Acting Office Supervisor
North Central Coast Office

cc: Gail Seymour, DFG Yountville
Stephen Bargsten, North Coast RWQCB
Bryan McFadden, North Coast RWQCB

Literature Cited

- Jones and Stokes. 2002. Stream Setback Technical Memo. From James D. Robins to Charles Wilson, October 18, 2002. 18 pp. with appendices.
- Kleinfelder. 2003. Pilot study of groundwater conditions in the Joy Road, Mark West Springs, and Bennett Valley areas of Sonoma County, California. Prepared for Sonoma County, September 17, 2003. 46 pp. with appendices.
- Newburn, D. A., N. Brozovic and M. Mezzatesta. 2011. Agricultural water security and instream flows for endangered species. *American Journal of Agricultural Economics* 93(4): 1212-1228.

Nishikawa, Tracy, ed. 2013. Hydrologic and geochemical characterization of the Santa Rosa Plain watershed, Sonoma County, California: U.S. Geological Survey Scientific Investigations Report 2013-5118, 178 p.

USGS. 1998. Ground water and surface water: A single resource. U.S. Geological Survey Circular 1139. Denver, Co. 87 pp.



Sonoma County proposes to carry out the following project. Pursuant to Section 23A-11 of the Sonoma County Code, it has been determined that this project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA):

Project Title: Minor and Technical Revisions to the County Code Provisions Governing Vineyard and Orchard Development, Grading, and Drainage

Lead Agency / County Agency of Filing: County of Sonoma

Project Proponents (Applicants): Permit and Resource Management Department and Department of Agriculture/Weights & Measures

Applicants Addresses: 2550 Ventura Avenue, Santa Rosa, CA 95403 And 133 Aviation Boulevard, Suite 110, Santa Rosa, CA 95403

Project Location: County-wide

Date of Approval: December 19, 2017

Exemption Filed With: Sonoma County Clerk

PROJECT DESCRIPTION:

The Sonoma County Code is being amended to make minor and technical revisions to the provisions of the Code governing vineyard and orchard development, grading, and drainage. Changes include amending Chapter 11 of the Code to regulate only construction grading and drainage, adding a new Chapter 36 to the Code to regulate vineyard and orchard development and agricultural grading and drainage, making minor language deletions or additions, reordering of sections, revising civil penalties for violations, making legal clarifications, and miscellaneous other minor and technical revisions to maintain or strengthen permit requirements and standards. The ordinance will revise and incorporate Riparian Corridor, Wetland, and Lake, Pond, and Reservoir setback requirements.

REASON WHY THIS PROJECT IS EXEMPT:

The proposed project is categorically exempt under Sections 15307 and 15308 of the State CEQA Guidelines: Actions by Regulatory Agencies for Protection of Natural Resources and the Environment. These exemptions consist of actions taken by regulatory agencies as authorized by state law or local ordinance to assure the maintenance, restoration or enhancement of a natural resource where the regulatory process involves procedures for protection of the environment. Construction activities and relaxation of standards allowing environmental degradation are not included in these exemptions. The proposed project is also exempt under section 15061(b)(3) of the State CEQA Guidelines because it can be seen with certainty that there is no possibility that this ordinance may have a significant effect on the environment.

This Notice of Exemption is filed pursuant to the provisions of Section 15062 of the State CEQA Guidelines.

Lead Agency Contact Person

Mary Nicholl
Environmental Specialist
Permit and Resource
Management Department
Natural Resources Section
(707) 565-1367

Project Proponent

Alex Rosas
Engineering Division Manager
Permit and Resource
Management Department
Storm Water and Grading Division
(707) 565-3507

Project Proponent

Tony Linegar
Agricultural Commissioner
Department of Agriculture/
Weights & Measures
(707) 565-2970



Minor and Technical Revisions to the County Code Provisions Governing Vineyard and Orchard Development, Grading, and Drainage (VESCO)

TONY LINEGAR

AGRICULTURAL COMMISSIONER



ALEX ROSAS

ENGINEERING DIVISION MANAGER



Background

Consistent with the Board's direction in June 2016, this item proposes to make minor and technical revisions.

Summary of Revisions

Separate Chapters

Relocate VESCO to Chapter 36 of the County Code by separating VESCO requirements, as well as agricultural grading and drainage requirements, from Chapter 11. Construction grading and drainage would continue to be governed by Chapter 11.

Summary of Revisions

Add Enforcement Mechanism

This amendment provides for a civil penalty of \$50 to \$100,000 per violation of Chapter 36.

Summary of Revisions

Wetland Setbacks

Revises existing wetland setbacks to make clear that setbacks shall not apply either where all necessary state and federal approvals to fill the wetland are obtained, or the project is exempt from the requirements.

Summary of Revisions

Stream Setbacks

Incorporate provisions of Riparian Corridor Ordinance adopted by the Board in November 2014. Consistent with the Riparian Corridor Ordinance, prohibits the removal of contiguous riparian vegetation within 200 feet of the higher bank of designated streams.

Summary of Revisions

Lake, Pond, and Reservoir Setbacks

Differentiates between lined reservoirs and natural lakes and ponds with regard to setbacks. Establishes 25 foot setback for lined reservoirs or as recommended by civil engineer. Lakes and ponds have 50 foot setback for new development or 25 foot setback for replants, unless biotic study recommends a different setback.

Civil Engineer



Determines setback for
manmade, lined reservoirs

Biologist



Determines setback for natural
waterbodies (lakes and ponds)

Summary of Revisions

Winterization

Codifies existing requirements in Best Management Practices (BMPs) for winterizing sites. These requirements are critical to success of program. Codifying these requirements streamlines enforcement.

Summary of Revisions

Legislative Intent and Automatic Repeal

Relocates existing language and makes clear that the Board intends and directs staff to interpret, administer, and construe the County Code and BMPs to be ministerial in nature. If a court finds that any provision or BMP is in fact discretionary, the relevant chapter shall be automatically repealed.

Minor Changes

Require a focused endangered species assessment for replants within endangered species critical habitat rather than a full biotic assessment.

Revises the permit exemptions for hobby vineyards and orchards and the replacing of missing, dead, or diseased grapevines or orchard trees.

Restores an exemption for the interplanting of young grapevines or trees where existing infrastructure is kept intact.

Minor Changes

Allows emergency drainage work to abate an immediate hazard and protect life, property, or the environment, where the person conducting the work contacts the County and applies for a permit within ten days after commencement of the work.

Allows the tolling of approved permits where litigation is filed to attack or overturn the approval.

Stakeholder Outreach

Staff began outreach in 2015, meeting multiple times with agricultural stakeholders including Sonoma Alliance for Viticulture and the Environment (SAVE), Sonoma County Farm Bureau, and United Winegrowers Sonoma County. Likewise, staff met multiple times with both Regional Water Quality Control Boards, the National Marine Fisheries Service, and the California Department of Fish and Wildlife. Staff further met with Sierra Club, Russian Riverkeeper, Sonoma County Conservation Action and many other environmental stakeholders. Through this process, staff received numerous requests and suggestions for additional changes to the ordinance.

Stakeholder Input

Permit Exemptions and Requirements

Exempt replants where the entire vineyard has a natural slope of less than 5 percent, no deep ripping is conducted, and the existing vineyard infrastructure is kept intact.

Require applicants to demonstrate that they have consulted with (or obtained permits from) state and federal resource agencies.

Prohibit vineyards on steep slopes, or require CEQA review.

Stakeholder Input

Standards

Require a minimum 25 foot no-touch setback from streams and wetlands. Allow setback areas to revegetate, and do not allow them to be used as grassy avenues or turnarounds.

Update the BMP Manual to reflect the VESCO changes and add the current, state of the art best management techniques for controlling erosion and sedimentation.

Stakeholder Input

Standards (continued)

Consider use of the California Rapid Assessment Methodology (CRAM) or similar scientific methodology to assess the condition of existing wetlands, and identify appropriate setbacks.

Allow stream and wetland setback areas to be mowed and modified to prevent vegetation from growing.

Stakeholder Input

Standards (continued)

Require replanting work to stop and revegetate by October 15 instead of November 15.

Impose new ordinance and BMP requirements to control erosion from vineyard roads and avenues.

Stakeholder Input

Monitoring and Enforcement

Increase post-development monitoring and analysis to verify that VESCO BMPs are in fact producing the desired erosion and sediment control. Verification monitoring could be conducted by County staff, property owners, or a combination of the two.

Stakeholder Input

Other Revisions

Require applicants to indemnify the County for ministerial as well as discretionary permits.

Study Session

The Board should consider holding a study session in 2018 to review all of the recommendations and suggestions for additional amendments to the ordinance. At that time, staff can provide a more in depth and technical analysis for the suggested amendments received by all of the stakeholders.

Questions?

Sonoma County Certificate of Compliance
REVIEW



SONOMA COUNTY PERMIT AND RESOURCE MANAGEMENT DEPARTMENT
2550 Ventura Avenue, Santa Rosa, CA 95403
(707) 565-1900 FAX (707) 565-1103

**FOR REVIEW BY THE BOARD OF SUPERVISORS
MEETING OF DECEMBER 12, 2017**

Item #1 File: PLP 17-0038

Applicant: Neely-McCutchan Vineyards, LLC

Owner: Neely-McCutchan Vineyards, LLC

Staff: Keri Rynearson

Location: Geyserville Sup. Dist.: 4

APN: 091-010-001

Zoning: LIA (Land Intensive Agriculture), B6 20 Z , F2 RC50/25 SR VOH

Requested: 2

Size: Parcel 1: ±12.95 acres
Parcel 2: ±63.36 acres

Improvements: Parcel 1: Vacant
Parcel 2: Main Residence, Carport, Detached Garage, Two (2) Barns, and
Two (2) Small Ag. Employee units

Services: None

Approved: Two (2)

Criteria: These parcels are considered legally separate as they were created by conveyance (grant deeds or Government Patent) in which fewer than five parcels were created prior to March 1, 1967

Parcel 1: Created by: Book 259 of Deeds, Page 409, filed December 3, 1909
Reference Documents: Document Number 2005-0145163 of Official Records

Parcel 2: Created by: Book 236 of Deeds, Page 431 filed April 11, 1907
Reference Documents: Document Number 2005-0145163 of Official Records

Appeal Deadline: December 15, 2017



Sonoma County Project Review and Advisory Committee
ACTIONS

Sonoma County Permit and Resource Management Department
2550 Ventura Avenue, Santa Rosa, CA 95403
(707) 565-1900 FAX (707) 565-1103

Date: December 7, 2017

COMMITTEE MEMBERS

Keith Hanna, Sanitation - Chair
Blake Hillegas, Planning - Secretary
Shelley Janek, Agricultural Commissioner's Office
Laurel Putnam, Department of Transportation and Public Works
Yoash Tilles, Grading and Storm Water
Becky Ver Meer, Health Specialist
Keri Rynearson, Survey Dept.

REGULAR CALENDAR

Item No: 1
Time: 9:05 a.m.
File No.: MNS16-0004
Staff: Brian Millar
Applicant: Cort Munselle
Owner: Gregg Family Partnership
Con't from: November 16, 2017
Env. Doc: Mitigated Negative Declaration
Proposal: Request for a Minor Subdivision of an 82 acre parcel into four lots, ranging in size between 9.34 and 40.46 acres with a designated remainder of 14.04 acres.
Location: 3915 Wallace Road, Santa Rosa
APN: 029-050-085
District: 1
Zoning: RR B6 5 (Rural Residential 5 acres per dwelling unit)

Action: Blake Hillegas moved to continue this item to date uncertain. Seconded by Becky VerMeer and passed with a 6-0-1 vote.
Appeal Deadline: N/A

Sonoma County Project Review and Advisory Committee Actions
December 7, 2017

Vote:

Blake Hillegas: Aye
Shelley Janek: Absent
Laurel Putnam: Aye
Yoash Tilles: Aye
Becky Ver Meer: Aye
Keri Rynearson: Aye
Keith Hanna: Aye

Ayes: 6
Noes: 0
Absent: 0
Abstain: 1

Item No: 2
Time: 9:15 a.m. or later
File No.: MNS17-0005
Staff: Georgia McDaniel
Applicant: Devin Drew and Megan Williams
Owner: same
Con't from: n/a
Env. Doc: Categorical Exemption
Proposal: Request for a Minor Subdivision of a 0.7 acre parcel, resulting in two parcels 16,208 square feet and 9,350 square feet in size.
Location: 3200 Edison Street, Graton
APN: 130-144-003
District: 5
Zoning: Low Density Residential with an allowable density of 5 dwelling units per acre and no combining zones.

Action: Keri Rynearson moved to find the project Categorical Exempt from CEQA and approve the Minor Subdivision subject to conditions as modified by the committee. Seconded by Blake Hillegas and passed with a 6-0-1 vote.

Appeal Deadline: 10 calendar days

Vote:

Blake Hillegas: Aye
Shelley Janek: Absent
Laurel Putnam: Aye
Yoash Tilles: Aye
Becky Ver Meer: Aye
Keri Rynearson: Aye
Keith Hanna: Aye

Ayes: 6
Noes: 0

Sonoma County Project Review and Advisory Committee Actions
December 7, 2017

Absent: 1
Abstain: 0

Item No: 3
Time: 9:05 a.m. or later
File No.: N/A
Staff: Leonard Gabrielson
Applicant: Sonoma County Surveyor
Owner: Tomka / Schuster
Con't from: October 5, 2017
Env. Doc: N/A
Proposal: Intent to file a Notice of Illegal Subdivision
Location: 6571 Hwy 128, Healdsburg
APN: 131-190-020 and -021
District: 4

Action: Laurel Putnam moved to continue this item to date uncertain. Seconded by Becky VerMeer and passed with a 4-0-1-2 vote.

Appeal Deadline: N/A

Vote:

Blake Hillegas: Aye
Shelley Janek: Absent
Laurel Putnam: Aye
Yoash Tilles: Abstain
Becky Ver Meer: Aye
Keri Rynearson: Abstain
Keith Hanna: Aye

Ayes: 4
Noes: 0
Absent: 1
Abstain: 2

Item No: 4
Time: 9:05 a.m. or later
File No.: N/A
Staff: Leonard Gabrielson
Applicant: Sonoma County Surveyor
Owner: Nick Picinich / Allan Tose
Con't from: October 5, 2017
Env. Doc: N/A
Proposal: Intent to file a Notice of Illegal Subdivision
Location: 95 Bernhard Ave., 17527 & 17533 Balsam Ave., Sonoma
APN: 056-314-023 and -026

Sonoma County Project Review and Advisory Committee Actions
December 7, 2017

District: 1

Action: Laurel Putnam moved to continue this item to date uncertain. Seconded by Becky VerMeer and passed with a 4-0-1-2 vote.

Appeal Deadline: N/A

Vote:

Blake Hillegas:	Aye
Shelley Janek:	Absent
Laurel Putnam:	Aye
Yoash Tilles:	Abstain
Becky Ver Meer:	Aye
Keri Rynearson:	Abstain
Keith Hanna:	Aye

Ayes: 4

Noes: 0

Absent: 1

Abstain: 2