

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

**TUESDAY**

**FEBRUARY 7, 2017**

**8:30 A.M.**

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**(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 Board of Directors of the Northern Sonoma County Air Pollution Control District, the Sonoma County Public Finance Authority, and as the governing board of all special districts having business on the agenda to be heard this date. Each of the foregoing entities is a separate and distinct legal entity.

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

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

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

**DISABLED ACCOMMODATION:** If you have a disability which requires an accommodation, an alternative format, or requires another person to assist you while attending this meeting, please contact the Clerk of the Board at (707) 565-2241 or [bos@sonoma-county.org](mailto: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 or the public request specific items be discussed and/or removed from the Consent Calendar.

***PUBLIC COMMENT***

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

**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**

**COMMUNITY DEVELOPMENT COMMISSION**

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

1. Village Green II Senior Apartments - Authorize the Executive Director of the Sonoma County Community Development Commission ("Commission") to execute all documents required to complete the acquisition of the Village Green II Senior Apartments in Sonoma, California by formally assuming the underlying debt obligation on the property, consisting of United States Department of Agriculture Rural Development (Rural Development) 515 Rural Rental Housing Loan with an outstanding principal balance of \$769,437.

**SONOMA COUNTY WATER AGENCY**

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

2. Execution of Consent Agreement with the Roger J. Nelson Revocable Trust
  - A) Adopt a resolution determining that consenting to the installation of paving and access improvements within a restrictive easement for the Petaluma Aqueduct will not adversely affect the Sonoma County Water Agency (Water Agency) in any respect, and authorizing the General Manager to file a Notice of Determination in accordance with the California Environmental Quality Act.
  - B) Authorize the Chair to execute a Consent Agreement allowing the Roger J. Nelson Revocable Trust to construct and maintain site improvements on a portion of the Water Agency's Petaluma Aqueduct easement.
3. Sonoma Valley Sewer Lateral Ordinance
  - A) Adopt an Ordinance to amend the Sanitation Code of the Sonoma Valley County Sanitation District to provide requirements for side sewer inspection and building sewer repair (Second Reading –Ready for Adoption).
  - B) Authorize the General Manager to file a Notice of Exemption in accordance with the California Environmental Quality Act.

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

4. Adopt amended changes to the existing County Debt Management Policy for inclusion in the Fiscal Policy Manual on behalf of the County, Community Development Commission, Sonoma County Water Agency, and the Agricultural Preservation and Open Space District, and other affected component budget units.

**COUNTY COUNSEL**

5. Adopt the resolution revising the conflict of interest code for the County of Sonoma.
6. Conflict of Interest Code Amendments
  - A) Acting as the Board of Directors of the Sonoma County Agricultural Preservation and Open Space District, adopt a resolution approving the amendment to the Conflict of Interest Code.
  - B) Acting as the Board of Supervisors and the code reviewing body, adopt resolutions approving conflict of interest code amendments for the Bennett Valley Union School District; Bodega Bay Public Utility District; Cazadero Community Services District; Cloverdale Unified School District; Gold Ridge Resource Conservation District; Mark West Springs Union School District; Monte Rio Union School District; North Sonoma County Healthcare District; Old Adobe Union School District; Russian River Recreation and Park District; Santa Rosa City Schools; Sonoma County Agricultural Preservation and Open Space District; Sonoma County Employees' Retirement Association; Sonoma County Fair and Exposition, Inc.; Sonoma County Library; Sonoma County Regional Climate Protection Authority; Sonoma County Transportation Authority; Sonoma County Waste Management Agency; Sonoma Resource Conservation District; Sonoma Valley Health Care District; Valley of the Moon Fire Protection District; Waugh School District; West Sonoma County Union High School; Wilmar Union Elementary School District; Windsor Unified School District; and Wright Elementary School.

**GENERAL SERVICES / HUMAN SERVICES**

7. Authorize the General Services Director to execute a lease amendment with Cornerstone Properties SA, LLC (Landlord), for approximately 3,650 sq. ft. of office space, located at 5350 Old Redwood Highway, Suite 400, Petaluma, for an initial rental rate of \$1.65 per sq. ft. per month (approximately \$6,023 per month or \$72,270 per year), which is subject to adjustment as more particularly described in the lease, for an initial term of 10 years, with two, 5-year options to extend the term.

**HEALTH SERVICES**

8. Authorize the Director of Health Services to execute a grant agreement with Community Foundation Sonoma County to accept \$5,000 in revenue to support access to low-cost spay and neuter services for the period January 27, 2017 through November 30, 2017.

**HUMAN SERVICES**

9. Authorize the Director of the Human Services Department and the Workforce Investment Board (WIB) Chair to execute the Workforce Innovation and Opportunity Act (WIOA) Application to be a Career Services Provider.

**PERMIT AND RESOURCE MANAGEMENT**

10. Hamel Conservation Easement - Adopt a Resolution 1) Approving and accepting the acquisition of a conservation easement over a portion of the lands of Hamel; 2) Determining consistency with the County's 2020 General Plan; 3) Authorizing and directing the Chair of the Board to execute the Conservation Easement Agreement; 4) Authorizing and directing the Chair of the Board to execute a Certificate of Acceptance; 5) Authorizing and directing Permit and Resource Management Department to administer the Conservation Easement; and 6) Making certain determinations pursuant to the California Environmental Quality Act for property located at 15401 Highway 12, Sonoma; Assessor's Parcel Number 056-012-008.
11. Authorize the Director of the Permit and Resource Management Department to execute an amendment to an agreement with Land Logistics Planning & Development Services, extending the term from June 23, 2017 to June 22, 2018, and increasing the contract amount by \$185,000 resulting in a new not-to-exceed amount of \$360,000.

**TRANSPORTATION AND PUBLIC WORKS**

12. Approve and authorize the Chair to execute an agreement with CALTROP Corporation, Inc. for construction management services related to the Hauser Bridge Replacement Project in the not-to-exceed amount of \$666,817.78 plus a 10% contingency with a term ending December 31, 2018.
13. Federal Transit Funding Authorizations for FY 2016-17 through FY 2019-20
  - A) Approve resolution authorizing filing of applications and providing required assurances for federal transit assistance for FY 2016-17 through FY 2019-20.
  - B) Authorize the Director of Transportation and Public Works to file and execute applications on behalf of the County of Sonoma/Sonoma County Transit for federal transit assistance.

**APPOINTMENTS/REAPPOINTMENTS**

14. Appoint Skip Brand to the Economic Development Board to serve a coterminous term beginning February 7, 2017. (Fourth District)
15. Reappoint James Luchini to the Sonoma County Tourism Board to serve a two year term beginning December 31st, 2016 and ending December 31, 2018. (Fourth District)
16. Reappoint Joe Morgan to the Bicycle and Pedestrian Advisory Committee for a two year term beginning February 7, 2017 and ending February 6, 2019. (Second District)
17. Reappoint to the Child Care Planning Council of Sonoma County for a two-year term beginning January 1, 2017, ending December 31, 2018 for the following members: Melanie Dodson, Jason Riggs, Terry Ziegler, Debbie Blanton, John Paul, Kathleen Kelley, Marianne Schwartz-Kesling, Soledad Figueroa, and Lisa Grocott, and Authorize the Director of Human Services to sign the required Certification Statement Regarding Composition of Local Planning Council Membership.

**PRESENTATIONS/GOLD RESOLUTIONS**

**PRESENTATIONS AT THE BOARD MEETING**

- 18. **1:30 P.M.** - Adopt a Gold Resolution honoring Chris Brokate for his work cleaning the debris from the Russian River. (Fifth District)
- 19. **1:30 P.M.** - Adopt a Gold Resolution Proclaiming February 1 through 28, 2017 as Career and Technical Education Month (Third District)

**III. REGULAR CALENDAR**

**COUNTY ADMINISTRATOR**

- 20. Authorize the Chair to execute the Personal Services Agreement with Barbie Robinson as the Director of Health Services, effective February 7, 2017 through February 7, 2020.

**BOARD OF SUPERVISORS**

- 21. Minute Order and Resolution on Immigrant Services and Protections -
  - A. Adopt a Minute Order directing staff to:
    - 1. Provide a summary of current legislative and executive activity at the State and Federal level, including an analysis of SB 54 (De Leon);
    - 2. Assess the opportunity and need for a community summit, including a proposal for a scope and budget for such summit;
    - 3. Assess the County and community's capacity for immigrant legal defense, and propose opportunities to strategically enhance that capacity;
    - 4. Identify opportunities to further engage the community and disseminate information on rights and services for undocumented immigrants; and
    - 5. Survey the County's current immigration-related activities and seek additional potential local actions or programs to maintain the safety of immigrant communities.
  - B. Adopt a Resolution affirming the County's commitment to protecting the rights of all residents regardless of immigration status.

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

22. Behavioral Health Services -
- A. Accept a report updating the Board on efforts since adopting the Stepping Up Resolution in January 2016, demonstrating the Board's commitment to reducing the number of people with mental illness in our jail. (County Administrator, Health Services, Probation, Sheriff, General Services)
  - B. Authorize the Director of Health Services to execute an agreement with Santa Rosa Memorial Hospital and SRM Alliance Hospital Services, dba Petaluma Valley Hospital to accept revenue to fund nurse practitioner staff at the County's Crisis Stabilization Unit for the period February 7, 2017 through June 30, 2019, resulting in revenue of approximately \$865,000. (Health Services)
  - C. Authorize the County Administrator to sign agreements with the State Department of Healthcare Services for the Medi-Cal County Inmate program for April 1, 2017-June 30, 2017 for \$76,175 and for July 1, 2017-June 30, 2018 for \$303,883. (County Administrator, Sheriff, Probation, Health Services)
  - D. Authorize the Chair to execute an Agreement with the Department of State Hospitals for a Sonoma County Jail Based Competency Treatment Program for the period of March 1, 2017 through February 28, 2018, with options to extend until February 28, 2020 for a first year reimbursement amount of \$1,527,343. (Sheriff's Office)
  - E. Authorize the Chair of the Board to:
    - 1. Approve the Schematic Design package for the Adult Detention Behavioral Health Unit.
    - 2. Authorize publication of a Request for Qualifications for Design-Build candidate selection relating to the construction of the Adult Detention Behavioral Health Unit.
    - 3. Authorize the Director of General Services to release the authorized Request for Qualifications package for solicitation pending confirmation of State of California Department of Finance SB 863 Project Establishment. (General Services, Sheriff's Office, Health Services)

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

**IV. CLOSED SESSION CALENDAR**

24. The Board of Supervisors will consider the following in closed session: Threat to Public Services or Facilities – Consultation with: Sheriff and Security Professionals. (Government Code Section 54957(a)).
25. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel - Anticipated Litigation; Significant exposure to litigation. (Government Code section 54956.9(d)(2)).
26. The Board of Supervisors will consider the following in closed session: Potential Initiation of litigation pursuant to subdivision 54956.9(d)(4). Name of Case: Eric Green Trust. (Government Code section 54956.9(d)(4)).
27. The Board of Supervisors, the Board Of Commissioners, the Board Of Directors of the Water Agency, Board Of Directors Of The In Home Support Services Public Authority And The Board Of Directors Of The Agricultural Preservation And Open Space District will consider the following in closed session: Conference with Labor Negotiators: Agency Negotiators: Christina Cramer, Carol Allen, and Marcia Chadbourne. (Government Code section 54957).

**V. REGULAR AFTERNOON CALENDAR**

28. **RECONVENE FROM CLOSED SESSION**
29. **REPORT ON CLOSED SESSION**

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

**VII. 1:30 P.M. - PRESENTATIONS/GOLD RESOLUTIONS**

30. **2:00 P.M. - PUBLIC COMMENT ON MATTERS NOT LISTED ON THE AGENDA BUT WITHIN THE SUBJECT MATTER JURISDICTION OF THE BOARD AND ON BOARD MEMBER REPORTS**

(Comments are restricted to matters within the Board’s jurisdiction. The Board will hear public comments at this time for up to thirty minutes. Each person is usually granted time at the discretion of the Chair. Any additional public comments will be heard at the conclusion of the meeting. While members of the public are welcome to address the Board, under the Brown Act, Board members may not deliberate or take action on items not on the agenda.)

**GENERAL SERVICES**

31. **2:30 P.M.** - Exclusive Negotiating Agreement with Selected Developer of the Chanate Campus Properties in response to the Chanate Repurposing/Redevelopment Request for Proposals
- A. Approve the solicitation award selection of William Gallaher as the Developer in Response to the Chanate Repurposing/Redevelopment Request for Proposals. (Majority)
  - B. Approve the Exclusive Negotiating Agreement with William Gallaher as the Selected Developer of the Sonoma County Chanate Campus. (Majority)
  - C. Adopt a Resolution authorizing budgetary adjustments to the Final 2016-17 Capital Budget for the General Services Department, in the amount of \$50,000, receiving revenue from William Gallaher to be used to offset costs of negotiating the final Development and Disposition Agreement. (4/5ths vote required)
32. Permit and Resource Management Department: Review and possible action on the following:  
Acts and Determinations of Planning Commission/Board of Zoning Adjustments  
Acts and Determinations of Project Review and Advisory Committee  
Acts and Determinations of Design Review Committee  
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>)

33. **ADJOURNMENT**

**NOTE: The next Board Meeting will be a Closed Session held on February 14, 2017 at 11:00 a.m.**

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



## County of Sonoma Agenda Item Summary Report

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

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

**To:** Board of Commissioners

**Board Agenda Date:** February 7, 2017

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Martha Cheever, Housing Authority Manager  
565-7521

**Supervisorial District(s):**

1

**Title:** Village Green II Senior Apartments

### **Recommended Actions:**

Authorize the Executive Director of the Sonoma County Community Development Commission ("Commission") to execute all documents required to complete the acquisition of the Village Green II Senior Apartments in Sonoma, California by formally assuming the underlying debt obligation on the property, consisting of United States Department of Agriculture Rural Development (Rural Development) 515 Rural Rental Housing Loan with an outstanding principal balance of \$769,437.

### **Executive Summary:**

Approval of this item will complete the acquisition of the property from the City of Sonoma. The Commission assumed ownership of the property assets in 2014 following the dissolution of redevelopment, but has not assumed the related debt from Rural Development, although the loan has been continuously serviced from USDA Rural Development rental subsidies from the property. This action authorizes the Executive Director to execute documents with Rural Development so that ownership is fully vested with the Commission. When complete, the Commission will initiate a disposition process so that both assets and liabilities are transferred to a qualified owner. Commission assumption of the debt is also necessary to enable the Commission to access reserve funds (held by Rural Development for the benefit of the property) and to use such funds to address deferred maintenance needs on this affordable housing property.

### **Discussion:**

The Village Green II Apartment complex is a 34-unit senior affordable housing development located at 650 4<sup>th</sup> Street in Sonoma, CA. The project was developed in 1982 and financed primarily through the U.S. Department of Agriculture Rural Development (Rural Development) 515 program. In addition to a 50-year loan, the project has 28 units receiving rental assistance through Rural Development. This rental assistance is vitally important because it enables the project to reach very low and extremely-low income seniors in a market with a chronic shortage of affordable housing. Presently, funds that are held

in a cash reserve are inaccessible because the transfer of ownership to the Commission has not been complete. As a result, the property is now experiencing deferred maintenance which, over time, could jeopardize the physical integrity of the development.

#### Relevant Ownership History

In 2005, the property was purchased and refinanced by the Community Development Agency of the City of Sonoma and retained as an affordable housing development. At that time, the project was formally transferred by Rural Development to the Community Development Agency of the City of Sonoma, A then-existing Exchange Bank was paid off by the Community Development Agency of the City of Sonoma, leaving the Rural Development 515 loan as the sole debt on the property. The original principal balance of this loan was \$816,635 and the current unpaid principal balance is \$769,437.

Following the statewide dissolution of redevelopment agencies, the housing assets of the Community Development Agency of the City of Sonoma were transferred to the Commission in its role as the regional housing authority serving as Sonoma's Housing Successor. Per the dissolution statute, the City of Sonoma has continued to retain the responsibility for paying housing liabilities, including the subject loan secured by the Village Green II property, USDA nets these loan payments directly out of rental subsidies they pay on behalf of 28 residents. In January 2014 the Commission formally applied to Rural Development to have the property officially transferred, but did not assume the liability as state law did not require it. Rural Development understandably will not complete the transfer of the property until the Commission also assumes the associated liability.

Until the transfer is complete, the Commission is unable to access funds held in a capital reserve for critical repairs to the development. Funds received in excess of operating expenses and debt service have continued to accumulate in the reserve account. While the funds are in a Commission-controlled bank account, Rural Development must approve their use. These funds could be deployed to cover most, if not all, of the property's deferred maintenance. According to the 2016 levels, the combined cash operating reserve and capital reserve accounts contain \$1,250,048. Rural Development has indicated that it will approve the transfer once the Commission agrees to assume the liability in addition to ownership of the property.

The Commission recommends that the Executive Director be authorized to execute all necessary documents in order to complete the Transfer and Assumption of the Loan to the Commission for the Village Green II Senior Apartments. The Commission is prepared to assume the \$769,437 liability associated with the property. The loan requires annual debt service payments totaling \$20,789; the ongoing net operating income is more than sufficient to make such payments with a 1:19 debt coverage ratio. This strong debt coverage ratio and the very low loan-to-value present in the project make assumption of the note an acceptable risk.

As the Commission is not organized for long-term ownership and operation of affordable housing properties, upon approval of the transfer and assumption of the subject loan, the Commission will issue a request for proposals for the transfer of the property and operation of the affordable housing project to an owner/operator with expertise and background in maintaining multi-unit dwellings and providing property management services and housing to extremely low-income and very low-income households. This transfer will preserve the housing as affordable and place the property management in the hands of

an organization with appropriate expertise. Currently property management duties are contracted to Burbank Housing under the oversight of the Commission and Rural Development. The property currently has a long wait list and is fully occupied.

**Prior Board Actions:**

1/10/2012: Concurrent resolution expressing intent for the County to serve as the successor agency to the Sonoma County Community Redevelopment Agency and to select the Sonoma County Housing Authority to retain the housing assets of the former County Redevelopment Agency

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

Supports the preservation of affordable housing.

**Fiscal Summary**

<b>Expenditures</b>	<b>FY 16-17 Adopted</b>	<b>FY 17-18 Projected</b>	<b>FY 18-19 Projected</b>
Budgeted Expenses	380,000	548,836	0
Additional Appropriation Requested			
<b>Total Expenditures</b>	<b>380,000</b>	<b>548,836</b>	<b>0</b>

**Funding Sources**

General Fund/WA GF			
State/Federal			
Fees/Other	380,000	398,836	0
Use of Fund Balance		150,000	0
Contingencies			
<b>Total Sources</b>	<b>380,000</b>	<b>548,836</b>	<b>0</b>

**Narrative Explanation of Fiscal Impacts:**

Monthly net operating income, bolstered by the rent assistance from RD, is sufficient to meet all debt service obligations. In addition to debt services obligations, the Commission will have access to \$1,250,048 of capital reserve and cash operating funds and anticipates using \$150,000 to complete deferred maintenance projects in FY 17-18. The Commission will seek to divest itself of the Village Green II property during FY 17-18 and therefore does not anticipate any revenues or expenditures in FY 18-19.

**Staffing Impacts**

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

<b>Narrative Explanation of Staffing Impacts (If Required):</b>
None.
<b>Attachments:</b>
None
<b>Related Items "On File" with the Clerk of the Board:</b>
None



## County of Sonoma Agenda Item Summary Report

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

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

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

**Board Agenda Date:** February 7, 2017

**Vote Requirement:** 4/5

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

**Staff Name and Phone Number:**

Bill Christoffersen 547-1967

**Supervisorial District(s):**

Fifth

**Title:** Execution of Consent Agreement with the Roger J. Nelson Revocable Trust

### Recommended Actions:

1. Adopt a resolution determining that consenting to the installation of paving and access improvements within a restrictive easement for the Petaluma Aqueduct will not adversely affect the Sonoma County Water Agency (Water Agency) in any respect, and authorizing the General Manager to file a Notice of Determination in accordance with the California Environmental Quality Act.
2. Authorize the Chair to execute a Consent Agreement allowing the Roger J. Nelson Revocable Trust to construct and maintain site improvements on a portion of the Water Agency's Petaluma Aqueduct easement.

### Executive Summary:

The Roger J. Nelson Revocable Trust (Roger J. Nelson) is planning development of two new light industrial buildings in Santa Rosa. As part of this development, they will need a consent agreement from the Water Agency in order to construct and maintain site improvements within the Water Agency's Petaluma Aqueduct easement. This item requests the Board to consider adoption of a Resolution and to approve and execute a consent agreement with Roger J. Nelson authorizing access for site improvements such as paving and curbing which are necessary to build two new light industrial buildings. The Water Agency owns easements on the property located at 2960 and 2970 Dutton Avenue (Sonoma County Assessor's Parcel Number 043-134-053), within which the Water Agency operates and maintains the Petaluma Aqueduct. A map showing the location of the Water Agency's easements affected by the proposed consent agreement is attached.

### Discussion:

The Water Agency owns easements located on 2960 and 2970 Dutton Avenue, identified as Assessor's Parcel Number 043-134-053, which the Water Agency operates and maintains the Petaluma Aqueduct. Roger J. Nelson, in coordination with the City of Santa Rosa (City) has requested that the Water Agency execute a consent agreement to construct and maintain site improvements within the Water Agency's easement. The Water Agency currently uses the property for water supply purposes. The Consent Agreement is needed for site improvements such as paving and curbing, and to access an existing rail spur,

which are necessary for the development of the property. Water Agency staff has determined that the consent agreement would not interfere with the Water Agency's use of the easement in any respect. The improvements allow for economic development within the community while not affecting the Water Agency's ability to deliver water to its customers.

The consent agreement contains terms to ensure that the maintenance and operation of Roger J. Nelson's improvements along the Water Agency's easement for the Petaluma Aqueduct will not adversely affect operation and maintenance activities. The consent agreement includes indemnification of the Water Agency for any claims arising from Roger J. Nelson's use of the Water Agency's easement, and requires Roger J. Nelson to pay for any damages or required work for repairs needed to the Water Agency's facilities due to the maintenance and operation of the Roger J. Nelson improvements. Should Water Agency maintenance, repair, or operation of pipelines and appurtenant installations in the right of way cause damage to Roger J. Nelson's improvements, the Agency will not be responsible for repairs to the improvements.

Roger J. Nelson supplied an appraisal for just compensation of the property rights proposed to be acquired. The appraisal established just compensation at \$5,452 plus \$3,457 to prepare the consent agreement. Water Agency staff have reviewed the appraisal and agree with the opinion of the value of the proposed consent agreement.

The City prepared, approved and adopted, an Initial Study/Mitigated Negative Declaration for the Dutton Avenue Industrial Buildings Project (Project) in 1999 (1999 IS/MND) in accordance with the California Environmental Quality Act (CEQA). Since that time, the City has reviewed the original 1999 IS/MND and did not identify any new significant effects on the environment and per CEQA Guideline Section 16164(b), and has prepared an Addendum for the 1999 IS/MND. With the incorporation of mitigation measures established by the City, the Project will not have an adverse impact upon the environment. The City, acting in its capacity as Lead Agency, approved the Project and adopted the Addendum to the 1999 IS/MND on March 29, 2016, and filed a Notice of Determination on October 26, 2016. The Project includes constructing improvements within the Water Agency's Petaluma Aqueduct easement consisting of site improvements such as paving and curbing. The consent agreement also has met all the requirements of Government Code, Section 65402, for General Plan consistency.

Water Agency staff has prepared a Notice of Determination in accordance with CEQA, the State CEQA Guidelines, and the Water Agency's Procedures for the Implementation of CEQA. As a responsible agency under CEQA, Water Agency staff considered the 1999 IS/MND and the Addendum to the 1999 IS/MND as prepared by the City. With the incorporation of the mitigation measures identified in the 1999 IS/MND, the execution of the consent agreement would not have a significant adverse impact on the environment. The Water Agency is requesting that the Board authorize the General Manager to file a Notice of Determination with CEQA.

**Prior Board Actions:**

None

<b>Strategic Plan Alignment</b> Goal 3: Invest in the Future			
The consent agreement allows a business more access to a future industrial building and a railroad spur, promoting economic growth and expansion.			
Water Agency Water Supply Goals and Strategies, Goal 3: Maintain stable water supply revenue source and improve operational efficiencies.			
<b>Fiscal Summary</b>			
<b>Expenditures</b>	<b>FY 16-17 Adopted</b>	<b>FY 17-18 Projected</b>	<b>FY 18-19 Projected</b>
Budgeted Expenses	0		
Additional Appropriation Requested			
<b>Total Expenditures</b>	<b>0</b>		
<b>Funding Sources</b>			
General Fund/WA GF			
State/Federal			
Fees/Other	\$8,909		
Use of Fund Balance			
Contingencies			
<b>Total Sources</b>	<b>\$8,909</b>		
<b>Narrative Explanation of Fiscal Impacts:</b>			
The appraisal established just compensation at \$5,452 plus \$3457 to prepare the consent agreement.			
<b>Staffing Impacts</b>			
<b>Position Title</b> (Payroll Classification)	<b>Monthly Salary Range</b> (A – I Step)	<b>Additions</b> (Number)	<b>Deletions</b> (Number)
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
<b>Attachments:</b>			
Resolution			

Consent Agreement with map of affected Water Agency easements

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

pa\\S:\Agenda\ROW\2017\02-07-2017 WA Consent Agree with Roger J  
Nelson\_summ.docm

ROW/Consent Agree Between SCWA and the Roger J. Nelson  
Revocable Trust/Petaluma Aqueduct/60-64-4/File ID 5821

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Date: February 7, 2017

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

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4/5 Vote Required

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**Resolution Of The Board Of Directors Of The Sonoma County Water Agency, Determining That Executing A Consent Agreement With Roger J. Nelson Allowing Paving And Access Improvements To Be Placed Within A Restrictive Easement For The Petaluma Aqueduct Will Not Adversely Affect The Sonoma County Water Agency In Any Respect And Will Not Have A Significant Adverse Effect On The Environment; Authorizing The Chair Of The Board To Execute A Consent Agreement With Roger J. Nelson For \$5,452 Consideration and \$3,457 To Prepare The Consent Agreement; And Authorize The General Manager To File A Notice Of Determination In Accordance With The California Environmental Quality Act.**

**Whereas**, Sonoma County Water Agency (Water Agency) is the owner of an easement within the City of Santa Rosa, County of Sonoma, State of California, commonly known as the Petaluma Aqueduct water transmission easement, and being more particularly described as follows:

All that certain real property conveyed to the Sonoma County Flood Control and Water Conservation District by that certain Deed recorded on October 19, 1960 in Book 382, 471, 434, and 520, page 247, 282, 133 and 68 of Official Records of Sonoma County, California (hereinafter referred to as the "Water Agency Property").

**Whereas**, Roger J. Nelson desires to construct and maintain improvements within an easement granted to the Water Agency (Project); and

**Whereas**, Roger J. Nelson requested a Consent Agreement to construct the improvements required for the Dutton Avenue Industrial Buildings Project and will be required to maintain improvements within the Agency-owned easement as a condition for the Agency's granting of the Consent Agreement; and

**Whereas**, the Consent Agreement required to facilitate the Roger J. Nelson's request will not adversely affect the Agency in any respect; and

**Whereas**, the Water Agency has determined that adequate consideration for the Consent Agreement is \$3,457; and

Resolution #

Date:

Page 2

**Whereas**, the City of Santa Rosa (City), as the Lead Agency for the Project, prepared and approved an Initial Study/Mitigated Negative Declaration in 1999 (1999 IS/MND) that disclosed the potential environmental impacts and measures to mitigate adverse effects; and

**Whereas**, the City has prepared an Addendum to the 1999 IS/MND dated January 2016 and filed a Notice of Determination for the Project on October 26, 2016; and

**Whereas**, the Water Agency has reviewed the proposed Consent Agreement with Roger J. Nelson for the Project, and the General Manager has determined that it will not adversely affect the Water Agency in any respect; and

**Whereas**, the Water Agency reviewed the proposed Consent Agreement with Roger J. Nelson for the Project, and the General Manager has determined that it will not have significant adverse effects on the environment; and

**Whereas**, the Water Agency, as a responsible agency, prepared a Notice of Determination for granting of the Consent Agreement to Roger J. Nelson's for the Project in accordance with the California Environmental Quality Act (CEQA), the State CEQA Guidelines, and the Water Agency's Procedures for the implementation of CEQA.

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

1. The above recitals are true and correct.
2. The Board hereby determines that the granting of the Consent Agreement to Roger J. Nelson will not have a significant adverse effect on the environment.
3. The Board hereby finds that the Consent Agreement to Roger J. Nelson will not adversely affect the Water Agency in any respect.
4. The Chair is authorized and directed to execute, in accordance with Section 9 of the Water Agency Act, the Consent Agreement with Roger J. Nelson, in the form presented to this Board.
5. The Agency's General Manager is hereby authorized and directed to file a Notice of Determination with the Sonoma County Clerk in accordance with provisions of the California Environmental Quality Act.

**Directors:**

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**

**WHEN RECORDED RETURN TO:**

Roger J. Nelson  
1180 Holm Rd  
Petaluma, CA 94954

(SPACE ABOVE FOR RECORDER'S USE ONLY)

**CONSENT AGREEMENT**

THIS AGREEMENT is made between, the Sonoma County Water Agency, a body coporate and politic, organized and existing under and by virtue of the laws of the State of California, hereinafter called "Agency", and The Roger J. Nelson Revocable Trust, hereinafter called "Roger J. Nelson", and affects certain lands of Roger J. Nelson, described in the deed recorded on September 09, 2008, under document number 2008081424, Official Records of the County of Sonoma, and identified by the Sonoma County Assessors Office as Assessors Parcel Number 043-134-053, situate in the County of Sonoma, State of California.

Agency is the owner of a right of way and easement for purposes of construction, maintenance, repair and operation of underground water transmission pipelines and appurtenant installations described in the deed from Clare E. Taylor to the Sonoma County Flood Control and Water Conservation District recorded on October 19, 1960 in Book 382, 417, 434, and 520, Page 247, 282, 133, and 68 of Official Records of the County of Sonoma.

Roger J. Nelson desires to construct certain improvements consisting of asphalt paving with a concrete curb as shown upon the Improvement Plans Titled "Improvement Plans for 2960 and 2970 Dutton Avenue" (hereinafter referred to as the Project) within and across said Agency right of way and easement.

Agency hereby consents to the installation, maintenance, and use of said Project within and across said Agency right of way and easement, provided however, that this consent is subject to the following terms and conditions:

1. Liability of Agency; Indemnity. The Agency and its officers, agents, and employees shall not be liable to Roger J. Nelson or any third party for any injury, loss, or damage arising out of or in connection with the use of the Agency's right of way and easement, or in the construction, operation or maintenance of the Project. Roger J. Nelson agrees to defend, indemnify, hold harmless, and release Agency, and its officers, agents, and employees, from and against any and all actions, claims, damages, liabilities, or expenses that may be asserted by any person or entity, including Roger J. Nelson, relating to the use of the Agency's right of way and easement, or the construction, operation or maintenance of the Project. Roger J. Nelson agrees to compensate the Agency for any damage to Agency property as a result of the construction, operation, or maintenance of said Project. If future laws and/or regulations, Agency improvements (including future improvements), or Agency operational or maintenance necessities require a greater separation between the Project and any Agency improvements in the sole judgement of the Agency, Roger J. Nelson shall relocate and / or remove the Project accordingly and shall be responsible for any and all costs associated with the relocation and / or removal.

2. Maintenance of Easement. Roger J. Nelson shall maintain all Project related improvements within the Agency's right of way and easement at Roger J. Nelson's sole cost and expense. Any reconstruction or



IN WITNESS WHEREOF, Agency and Roger J. Nelson have executed this Agreement as set forth below.

SONOMA COUNTY WATER AGENCY:

Executed by the Sonoma County Water Agency this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, pursuant to authority granted by Resolution No. \_\_\_\_\_ dated \_\_\_\_\_, 20\_\_\_\_:

Attest:

By: \_\_\_\_\_  
Chair, Board of Directors

By: \_\_\_\_\_  
Clerk, Board of Directors

Reviewed as to Substance:

By: \_\_\_\_\_  
General Manager/Chief Engineer

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

Approved as to Form:

By: \_\_\_\_\_  
Deputy County Counsel

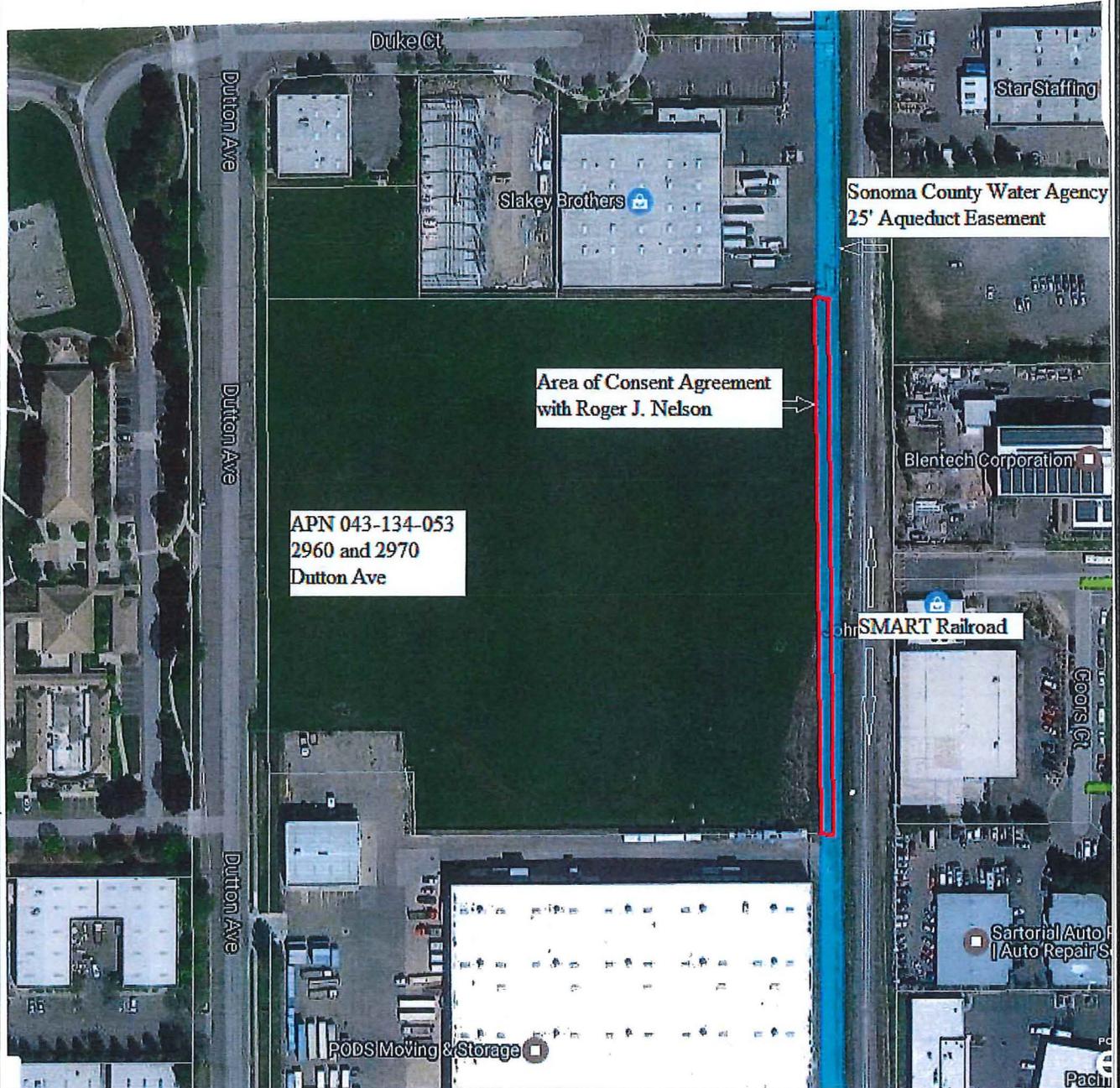
Date: \_\_\_\_\_

Roger J. Nelson:

By: \_\_\_\_\_

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

EXHIBIT "A"



Property	Property Area	Owner
APN 043-134-053 2960 and 2970 Dutton Ave	Area of Consent Agreement 6,815 Square Feet	Roger J. Nelson



## 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 Valley County Sanitation District

**Board Agenda Date:** February 7, 2017

**Vote Requirement:** 2/3 - SVCSD

**Department or Agency Name(s):** Sonoma Valley County Sanitation District

**Staff Name and Phone Number:**

Kevin Booker, 521-1865

**Supervisorial District(s):**

First

**Title:** Sonoma Valley Sewer Lateral Ordinance

### **Recommended Actions:**

- A) Adopt an Ordinance to amend the Sanitation Code of the Sonoma Valley County Sanitation District to provide requirements for side sewer inspection and building sewer repair (Second Reading –Ready for Adoption).
- B) Authorize the General Manager to file a Notice of Exemption in accordance with the California Environmental Quality Act.

### **Executive Summary:**

On January 10, 2017, your Board adopted a resolution introducing, reading the title of, and waiving further reading of an ordinance to provide requirements for side sewer inspection and building sewer repair, and a public hearing was held on the ordinance. The ordinance will amend the District's Sanitation Code to reduce inflow and infiltration through cracks in sewer pipes and into the collection systems, thereby preventing or lowering the potential for Sanitary Sewer Overflows to occur. In addition, the ordinance will reduce the amount of influent into the treatment plants, potentially reducing the cost to operate the wastewater treatment and disposal facilities. This item recommends adopting the ordinance.

### **Discussion:**

#### Purpose of Ordinance :

The Sonoma Valley County Sanitation District provides tertiary treatment of domestic wastewater for the City of Sonoma and unincorporated areas of Glen Ellen, Boyes Hot Springs, El Verano, and Agua Caliente. The District's service area population is approximately 36,000. The collection system consists of 135 miles of gravity flow pipelines. 2015 data shows there are approximately 10,600 connections (residential/commercial) within the District.

The ordinance will amend the District's Sanitation Code to reduce inflow and infiltration through cracks in sewer pipes and into the collection systems, thereby preventing or lowering the potential for Sanitary Sewer Overflows to occur. In addition, the ordinance will reduce the amount of influent into the

treatment plants, potentially reducing the cost to operate the wastewater treatment and disposal facilities.

The first reading of the proposed amendments to the Sanitation Code by the Board occurred on January 10, 2017. This February 7, 2017, Board meeting will be the second reading and time of adoption of the amendments to the Sanitation Code.

Sewage collection systems (facilities for collecting, pumping, treating and disposing of sewage or wastewater) are designed to handle sewage flows from houses and businesses plus some additional flow from infiltration and inflow. However, infiltration and inflow entering the system can be much higher than the collection, pumping, or treatment systems' designed capacity when there is infiltration above design parameters due to deteriorated sewer pipes or significant sources of rainwater inflow. Such stresses on sewer collection, pumping, and/or treatment capacity can result in sewage spills which may pose a risk to public health and the environment. In addition to causing sewage spills, high flows can also affect the ability of the treatment plant to adequately treat the wastewater to standards required by its permit.

The current Sanitation Code requires the sewer service user to maintain the user's side sewer, which consists of the privately owned building sewer lying between the structure and the property line, and the District owned lateral sewer, which provides a direct and exclusive connection from the building sewer to the public sewer main. The proposed Sanitation Code amendments clarify the requirements for the testing of side sewers and repair or replacement of privately owned building sewers. Based on fairly high infiltration rates in certain areas and other evidence, District staff believe there may be a significant contribution to infiltration and inflow from deteriorated building sewers. The purpose of the proposed amendments is to establish triggers for when testing of side sewers shall occur and when repair or replacement of building sewers will be necessary. The ordinance includes the following triggering events for inspection, and if necessary repair, of sewer laterals: (1) Based on findings indicating that inspection and repair may be necessary, the General Manager or Chief Engineer may require inspection of any side sewer that is thirty (30) years old or older and connected to the public sewer system, and (2) If the District is replacing a sewer main, inspection of the side sewers connected to the sewer main is required. Upon either trigger, the side sewer shall be tested by the user, at the user's own expense, in accordance with the requirements of the ordinance, to ensure the side sewer meets District standards for infiltration and ex-filtration. If a building sewer fails inspection, the user will have 180 days from the date the District notifies the user of the failure to obtain permits and begin repairs of the building sewer.

The ordinance is exempt from the California Environmental Quality Act ("CEQA"). This ordinance is not a "project" within the meaning of Public Resources Code Section 21065 or CEQA Guidelines Section 15378. Notwithstanding the determination that this ordinance is not a "project," if this ordinance were a "project," it would be exempt pursuant to CEQA Guideline Sections 15061(b)(3), 15301, 15302, 15307, and 15308. The District has prepared a Notice of Exemption in accordance with CEQA, the State CEQA Guidelines, and the Water Agency's Procedures for the Implementation of CEQA.

<b>Prior Board Actions:</b>			
January 10, 2017: The board adopted a resolution introducing, reading the title of, and waiving further reading of the ordinance to amend the Sanitation Code District to provide requirements for side sewer inspection and building sewer repair.			
<b>Strategic Plan Alignment</b> Goal 1: Safe, Healthy, and Caring Community			
County Goal 1: Safe, Healthy and Caring Community; the amendment to the sewer ordinance may help to promote and improve the health, safety & quality of life of residents in Sonoma Valley.			
Water Agency Sanitation Goals and Strategies, Goal 2: The amendment to the sewer ordinance will provide the opportunity for the District to reduce costs associated with transporting and treating wastewater.			
<b>Fiscal Summary</b>			
<b>Expenditures</b>	<b>FY 16-17 Adopted</b>	<b>FY 17-18 Projected</b>	<b>FY 18-19 Projected</b>
Budgeted Expenses	\$40,000	\$150,000	\$150,000
Additional Appropriation Requested			
<b>Total Expenditures</b>	<b>\$40,000</b>	<b>\$150,000</b>	<b>\$150,000</b>
General Fund/WA GF			
State/Federal			
Fees/Other	\$40,000	\$150,000	\$150,000
Use of Fund Balance			
Contingencies			
<b>Total Sources</b>	<b>\$40,000</b>	<b>\$150,000</b>	<b>\$150,000</b>
<b>Narrative Explanation of Fiscal Impacts:</b>			
The District will re-budget \$40,000 for the initial funding of the loan program. Future budgets will include appropriations for this program (currently estimated at \$150,000) and anticipated revenue from loan repayments.			
<b>Staffing Impacts</b>			
<b>Position Title (Payroll Classification)</b>	<b>Monthly Salary Range (A – I Step)</b>	<b>Additions (Number)</b>	<b>Deletions (Number)</b>
N/A			

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

**Attachments:**

Underline/Strikeout Version of Proposed Amendments to the Sanitation Ordinance  
Amended Sanitation Ordinance

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

SCH S:\Agenda\sanitation\02-07-2017 WA Sonoma Valley Sewer Lateral  
Ordinance Adoption\_summr1.docm

CF/70-712-30 Ordinances (ID 2148)  
CF/70-712-2 General (ID 3082)

## **Sonoma Valley County Sanitation District Sanitation Code Ordinance**

**Uniform Practices Governing (1) The Use of Sanitation Facilities of the Sonoma Valley County Sanitation District, (2) The Construction of Sanitation Facilities, (3) A Source Control Program, (4) A Grease, Oil, and Sand Interceptor Program, (5) An Enforcement Program, (6) Various Administrative Procedures and Related Matters, and (7) Repeal Certain Existing Related Ordinances.**

# SONOMA VALLEY COUNTY SANITATION DISTRICT SANITATION CODE ORDINANCE

AN ORDINANCE OF THE BOARD OF DIRECTORS OF THE SONOMA VALLEY COUNTY SANITATION DISTRICT, STATE OF CALIFORNIA, CONTAINING UNIFORM PRACTICES GOVERNING (1) THE USE OF SANITATION FACILITIES OF THE SONOMA VALLEY COUNTY SANITATION DISTRICT, (2) THE CONSTRUCTION OF SANITATION FACILITIES, (3) A SOURCE CONTROL PROGRAM, (4) A GREASE, OIL, AND SAND INTERCEPTOR PROGRAM, (5) AN ENFORCEMENT PROGRAM, (6) VARIOUS ADMINISTRATIVE PROCEDURES AND RELATED MATTERS, AND (7) REPEAL CERTAIN EXISTING RELATED ORDINANCES.

(Adoption by Ordinance 43 on 12/13/1994; amended by ordinance 47 on 06/18/1996; amended by Ordinance 50 on 02/10/1998; amended by Ordinance 56 on 12/14/1999; amended by Ordinance 70 on 12/26/2004; amended by Ordinance 79 on 03/17/2009; amended by Ordinance 83 on 3/2/2010; amended by Ordinance 90 on 12/3/13).

The Board of Directors of the Sonoma Valley County Sanitation District (District), State of California, ordains as follows:

**SECTION I.** The Sonoma Valley County Sanitation District Code Ordinance shall read as follows:

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## ARTICLE I - GENERAL PROVISIONS

SECTION 1.01 - AUTHORITY  
SECTION 1.02 - RULES AND REGULATIONS  
SECTION 1.03 - SHORT TITLE  
SECTION 1.04 - PURPOSE  
SECTION 1.05 - VIOLATIONS UNLAWFUL  
SECTION 1.06 - RELIEF ON VARIANCE APPLICATION  
SECTION 1.07 - RELIEF ON OWN MOTION  
SECTION 1.08 - GENERAL MANAGER  
SECTION 1.08.01- CHIEF ENGINEER  
SECTION 1.09 - REPEAL

**SECTION 1.01 - AUTHORITY:** This regulation is adopted under authorization of Division 5, comprising Sections 4700 through Section 4857 and Sections 5470 through 5474.10 of the Health and Safety Code of the State of California and California Government Code Section 54738, et seq. The legal authority needed to implement a pretreatment program is listed in 40 CFR 403.8 (f)(1).

**SECTION 1.02 - RULES AND REGULATIONS:** The following rules and regulations setting forth uniform requirements for wastewater contributors to the District's collection, treatment, and disposal systems, establishing terms and conditions for new and existing sewer services, and providing the policy and direction for the design, inspection, and construction of all sanitation works to be accepted, owned, and operated by the District; are hereby adopted, and all work in respect thereto shall be performed as herein required and not otherwise, unless modified and adopted by ordinance or resolution, as applicable, by the Board of Directors of the District.

With respect to installation, alteration, or repair of sewer facilities, this Ordinance shall not, except as otherwise provided herein, apply retroactively and, in the event of an alteration or repair hereafter made, it shall apply only to the new materials and methods used therein. However, this Ordinance shall apply retroactively with respect to sewer use as set forth in Articles VI, IX, X and XI.

**SECTION 1.03 - SHORT TITLE:** This Ordinance shall be known as the *Sanitation Code of the Sonoma Valley County Sanitation District*.

**SECTION 1.04 - PURPOSE:** This Ordinance sets forth uniform requirements for contributors to the wastewater collection and treatment systems of the District, and enables the District 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 District office. The objectives of this Ordinance are to:

- A. Comply with the laws of the State of California and of the United States relating to the protection of the environment, control of water pollution, disposal of hazardous wastes, and pretreatment of industrial discharges to Publicly Owned Treatment Works (POTW).
- B. Prevent the introduction of wastes into the District's wastewater system which will interfere with the operation of the system or other District operations.

- C. Prevent the introduction of wastes into the District's wastewater system which will pass through the system, inadequately treated, into receiving waters or the atmosphere or otherwise be incompatible with the system's overall operations.
- D. Prevent introduction of toxic substances to the District's wastewater system which could impair treatment processes or reach the environment in toxic amounts.
- E. Prevent the introduction of wastes into the system which may affect the District's ability to dispose of its ash, sludge, or other residuals.
- F. Improve the opportunity to recycle and reclaim wastewater and sludge from the system.
- G. Prevent the introduction of wastes that may be inadequately treated by District facilities and may adversely affect the environment, or may cause a violation of the District's National Pollution Discharge Elimination System (NPDES) Permit(s), or may contribute to the need for modification of the District's NPDES Permit(s).
- H. Protect District personnel while conducting activities related to the collection, treatment, and disposal of wastes through the District facilities.
- I. Prevent a public hazard or public nuisance arising from the collection, treatment, and disposal of wastes through the District system.
- J. Prevent the introduction of wastes to sewers connected to the District system that could result in the District being classified as a hazardous waste treatment, storage, or disposal facility under the laws of the State of California or the United States.
- K. Provide for equitable distribution of the costs of the District's source control program.

This Ordinance sets forth terms and conditions for the addition of new contributors to the District's wastewater collection systems including design, construction, and inspection requirements, and guidelines for establishing connection fees and development review services.

This Ordinance provides for the regulation of contributors to the District's wastewater collection systems through enforcement of general requirements for users and through the issuance of permits or permit contracts to certain users; authorizes monitoring and enforcement activities; requires user reporting where applicable; establishes administrative review procedures; and establishes the guidelines for establishing fees to provide equitable distribution associated with maintaining a source control program.

This Ordinance shall apply to all discharges within jurisdiction of the District and to discharges from other governmental bodies or agencies who, by contract or agreement with the District, are users of the District's treatment plants. Except as otherwise provided herein, the General Manager of the Agency shall administer, implement, and enforce the provisions of this Ordinance.

**SECTION 1.05 - VIOLATIONS UNLAWFUL:** Following the effective date of this Ordinance, it shall be unlawful for any person to connect to, construct, install or provide, maintain, and use any sewage works of the District except as provided by this Ordinance.

**SECTION 1.06 - RELIEF ON VARIANCE APPLICATION:** When any person by reason of special circumstances is of the opinion that any provision of this Ordinance is unjust or inequitable as applied to his/her premises, he/she may make written application of a variance to the General Manager, stating the special circumstances, citing the provision complained of, and requesting suspension or modification of that provision as applied to his/her premises.

Upon receipt of such variance application, the General Manager shall review the application. If the General Manger does not object to the granting of a variance, the General Manager shall set the matter for a hearing before the Board as soon as practicable after review of the application and in accordance with Board procedures, and give written notice thereof to the applicant. If the General Manager objects to the granting of a variance, the General Manger shall provide a written denial to the applicant. The applicant may appeal the denial to the Board by providing a written appeal to the General Manger within fourteen (14) days after receipt of the General Manager's written denial. Failure to appeal within this timeframe shall constitute a waiver of the right to appeal. The appeal should include the applicant's arguments in support of the appeal. The General Manger shall then set the matter for hearing before the Board a soon as practicable in accordance with Board procedures. Whenever, in the judgment of the Board, it is unnecessary or unjust to require compliance with any provision of this title, the Board may grant a variance therefrom. In granting any such variance, the Board may impose any condition it determines is just and proper and will secure substantially the general objectives of this title. The application fee shall not exceed the administrative costs for processing the variance application and shall be calculated by the District and paid for by the applicant prior to the date of the Board hearing. Pending the hearing before the Board, the decision of the General Manager shall remain in full force and effect until acted on by the Board.

However, if such application is approved, the Board may, by resolution, suspend or modify the provision complained of, as applied to such premises, to be effective as of the date of the variance application approved by the Board, but only to the extent compatible with State and Federal laws, rules, and regulations pertaining to wastewater facilities.

**SECTION 1.07 - RELIEF ON OWN MOTION:** The Board may, on its own motion, find that by reason of special circumstances any provision of this regulation and Ordinance should be suspended or modified as applied to a particular premise, but only to the extent compatible with State and Federal laws, rules, and regulations pertaining to wastewater facilities, and may, by resolution, order such suspension or modification for such premises during the period of such special circumstances, or any part thereof.

**SECTION 1.08 - GENERAL MANAGER/CHIEF ENGINEER:** The General Manager of the Agency shall act as the General Manager on behalf of the District. The duties of the General Manager, shall include, but not be limited to, supervision of inspection, installation, connection, maintenance, and use of all sanitation works of the District. The General Manager shall enforce all provisions of this Ordinance. The General Manager may delegate certain of his duties to other qualified officers or employees of the Agency or of the County. Any such delegation shall be in writing. Where General Manager is noted in this document, it shall mean General Manager

or his/her designated representative. To the extent that any ordinance, resolution, agreement or other action approved by this Board has delegated any specific authority to a General Manager/Chief Engineer, such delegated authority shall be carried out by the General Manager except as provided herein. To the extent that the duties so delegated must, by law, be carried out by an engineer, they shall be carried out by the Chief Engineer.

**SECTION 1.08.01 – CHIEF ENGINEER:** The Chief Engineer of the Agency appointed by the General Manager shall act as the Chief Engineer on behalf of the District and shall be a California registered Civil Engineer.

**SECTION 1.09 - REPEAL:** All other ordinances and parts of other ordinances inconsistent or conflicting with any part of this Ordinance are hereby repealed to the extent of such inconsistency or conflict. However, nothing in this Ordinance is intended to repeal, extinguish, suspend, or allow to elapse any obligation or requirement set forth in existing permits or allow to elapse any obligation to pay fees then due under prior ordinances.

## ARTICLE II - DEFINITIONS

SECTION 2.01 - DEFINITIONS

SECTION 2.02 - ADDITIONAL DEFINITIONS

SECTION 2.03 - ABBREVIATIONS

**SECTION 2.01 - DEFINITIONS:** Other definitions exist in the 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:

Act or "the Act" shall mean the Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 U.S.C. 1251, et. seq.

Agency shall mean the Sonoma County Water Agency, including the Sanitation Zones, as applicable. In addition, the Agency acts as operator of the County Sanitation Districts.

Amalgam Separator shall mean a device that employs filtration, settlement, centrifugation, or ion exchange to remove amalgam and its metal constituents from a dental office vacuum system before it discharges to the sanitary sewer.

Amalgam Waste shall mean and includes non-contact amalgam (amalgam scrap that has not been in contact with the patient); contact amalgam (including, but not limited to, extracted teeth containing amalgam); amalgam sludge captured by chairside traps, vacuum pump filters, screens, and other amalgam trapping devices; used amalgam capsules; and leaking or unusable amalgam capsules.

Apartment Building shall mean a single residential building in undivided ownership comprised of multiple living units for rent or lease.

Applicant shall mean the person making application for a permit, and shall be the occupant and/or owner, or the occupant and/or owner's authorized representative of the premises to be served by the sewer for which a permit is required.

Average Four Day Limit - see Four Day Average Limit.

Average Monthly Limit - see Monthly Limit.

Batch Discharge shall mean intentional, controllable discharges that occur periodically within an industrial user's process (typically the result of a non-continuous process).

Beneficial Use shall mean the uses of the waters of the State that may be protected against quality degradation including, but not limited to, domestic, municipal, agricultural, and industrial supply; power generation; recreation; aesthetic enjoyment; navigation; preservation and

enhancement of fish, wildlife and other aquatic resources or reserves; and other uses, both tangible or intangible, as specified by Federal or State law.

Best Management Practices (BMP) shall mean schedules of activities, prohibition of practices, maintenance procedures, and other management practices to prevent or reduce unintended discharges to the sanitary sewer system. BMP's include, but are not limited to, pretreatment requirements, operational procedures and practices, maintenance and repair of equipment, record keeping, containment to prevent spills or leaks, sludge or waste disposal, good housekeeping practices or diversion of water away from raw materials or chemical storage areas.

Biochemical Oxygen Demand (BOD) shall mean the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure, five (5) days at twenty (20) degrees centigrade expressed in terms of weight and concentration [milligrams per liter (mg/L)].

Blowdown shall mean removal of accumulated solids in boilers to prevent plugging of boiler tubes and steam lines. In cooling towers, blowdown is used to reduce the amount of dissolved salts in the recirculating cooling water.

Board shall mean the Board of Directors of the Sonoma Valley County Sanitation District.

Building shall mean any structure used for human habitation or a place of business, recreation, or other purpose.

Building Sewer shall mean that portion of any sewer beginning at a point two (2) feet outside the foundation line of any building and running to the property line, public road/street right-of-way line, sewer easement right-of-way line, or to a private onsite wastewater treatment system.

Bypass shall mean the diversion of wastestreams from any portion of a user's treatment facility.

Categorical Limits shall mean industrial waste discharge pollutant effluent limits developed by EPA that are applied to the effluent from any industry in any category anywhere in the USA that discharges to a POTW. These are pollutant effluent limits based on the technology available to treat the wastestreams from the processes of the specific industrial category and normally are measured at the point of discharge from the regulated process. The pollutant effluent limits are listed in the *Code of Federal Regulations (CFR)*.

Categorical User shall mean all industrial users subject to Categorical Pretreatment Standards under 40 CFR 403.6 and 40 CFR Chapter I, Subchapter N, 405 - 471. These industries are known to have wastewater discharges which contain materials that, if untreated, can pose significant risks to personnel, collection systems, and wastewater treatment plant processes. These industries are required to pretreat process wastestreams to meet specific toxic pollutant limits set by the EPA prior to discharge to the system's sewers. Some examples of categorical industries include: metal finishers; electrical and electronic components manufacturers; canned and preserved seafood processors; timber products processors; and soap and detergent manufacturers. (see User Classifications, Section 6.16)

Categorical Standards shall mean national pretreatment standards which specify quantities or concentrations of pollutants or pollutant properties that may be discharged by industrial users in specified industrial subcategories.

Chain of Custody shall mean a record of each person involved in the possession of a sample, from the person who collected the sample -- to the person transporting the sample -- to the person who analyzed the sample in the laboratory -- to the person who witnessed disposal of the sample.

Chemical Oxygen Demand (COD) shall mean a measure of the oxygen-consuming capacity of inorganic and organic matter present in wastewater. COD is expressed as the amount of oxygen consumed from a chemical oxidant in mg/L during a specific test. Results are not necessarily related to the biochemical oxygen demand (BOD) because the chemical oxidant may react with substances that bacteria do not stabilize.

Clean Water Act shall mean an act passed by the U. S. Congress to control water pollution, known as the Federal Water Pollution Control Act of 1972 (Public Law [PL] 92-500). It was later amended in 1977, known as the Clean Water Act (PL 95-217), and amended again in 1987, known as the Water Quality Act (PL 100-4) and as later amended.

Cleanout shall mean a piped structure conforming to Agency Standards with a removable cap or cover installed at the upper end of a Main Sewer, at the edge of right-of-way for a Lateral Sewer, or in the on-site Building Sewer which provided access to the sewage collection system for the purpose of inserting tools for cleaning, removing blockages, and video inspection.

Collection System shall mean the District's sanitary sewers, pump stations, sample locations, manholes, cleanouts, and other similar facilities lying within a public road/street right-of-way or public sewer easement which accept, collect, and convey sanitary sewage to the District's treatment plant(s).

Commercial or Industrial Condominium shall mean a single building comprised of individually owned parcels/units intended as a place of business for commercial or industrial user enterprises.

Combined Sewer shall mean a sewer receiving both surface runoff and sewage.

Commercial User shall mean any non-residential user which is not included within the definitions and parameters of an SIU. Users in this classification generate no process wastewater and discharge only domestic wastewater to the sanitary sewer system.

Compatible Pollutants shall mean those pollutants that are normally removed by the POTW treatment system. Biochemical oxygen demand (BOD), suspended solids (SS), and ammonia are considered compatible pollutants.

Composite Grab Sample shall mean a sample consisting of at least four (4) grab samples taken during the entire sampling period.

Composite Sample shall mean a collection of individual samples obtained throughout the entire sampling period.

Conservative Pollutant shall mean a pollutant found in wastewater that is not changed while passing through the treatment processes in a publicly owned treatment works (POTW). This type of pollutant may be removed by the POTW treatment processes and retained in the plant's sludges or it may leave as part of the plant effluent. Heavy metals such as cadmium and lead are considered conservative pollutants.

Conventional Pollutants shall mean those pollutants which are usually found in domestic, commercial, or industrial wastes such as suspended solids, biochemical oxygen demand, pathogenic (disease-causing) organisms, adverse pH levels, and grease.

Contractor shall mean any individual, firm, corporation, partnership, or association duly licensed by the State of California to enter into contracts to perform the permitted work of installing Sewerage Works, or the owner(s) of private property constructing permitted Building Drains or Building Sewers or other Sewerage Works only on their own private property.

Cooling Water shall mean the water discharged from any source such as air conditioning, cooling, or refrigeration; or to which the only pollutant added is heat.

County shall mean the County of Sonoma, State of California.

Cross-Sectional Grab Sample shall mean a grab sample which is representative of the entire contents of a tank or container. This sample shall be collected using a technique that takes samples at various depths of the tank or container.

Design and Construction Standards for Sanitation Facilities shall mean the set of documents containing design and construction standards for all sanitation works of the District, dated February 3, 2009, together with subsequent amendments.

Dilution Stream shall mean any wastewater not generated by a process which is regulated for a specific pollutant by a categorical standard under 40 CFR 403, Subchapter N.

Direct Discharge shall mean a source that discharges pollutants directly into receiving waters (waters of the state).

District shall mean the Sonoma Valley County Sanitation District.

District Facilities shall mean all of the District's system of collecting, conveying, treating, and disposing including, but not limited to, the collection system, treatment plant, and disposal facilities. This includes any publicly owned facility connected to the District's collection system which generates wastewater treated at the District's treatment plant(s).

Domestic Wastewater shall mean the liquid and solid waterborne wastes derived from the ordinary living processes of humans. Domestic wastewater shall be of such character as to permit satisfactory disposal, without special treatment, into the public sewer system or by means of a private onsite wastewater treatment system. For the purpose of this definition, domestic

wastewater shall have a BOD and suspended solids concentration of 300 milligrams per liter or less.

Enforcement Response Plan (ERP) shall mean a plan which includes, but is not limited to, describing how the District will investigate and take appropriate enforcement actions for instances of noncompliance of the Sanitation Code; describing the types of escalating enforcement responses the POTW will take in response to all anticipated types of user violations and the time periods within which responses will take place; identifying (by title) the official(s) responsible for each type of response; and adequately reflecting the POTW's primary responsibility to enforce all applicable pretreatment standards and requirements as outlined in 40 CFR 403.8(f)(1) and (f)(2).

Environmental Compliance Inspector shall mean any person, delegated by the GM, who conducts inspections and investigations of industrial pretreatment facilities to ensure protection of the environment and compliance with agency, local, state, and federal regulations.

Environmental Protection Agency or EPA shall mean the U.S. Environmental Protection Agency, or, where appropriate, the term may also be used as a designation for the Administrator or other duly authorized official of said agency.

Equivalent Single-Family Dwelling Unit (ESD) shall mean any structure constructed for occupancy of one single family. This classification includes trailers and mobile home units with connections to the District sewer systems.

Flow Proportional (Composite) shall mean the volume of each individual sample is proportional to the rate of flow at the time the sample was collected or individual samples of equal volume are collected at intervals determined by a specific volume of flow passing a sample point.

Foundation Drain shall mean a drainage system to collect and dispose of storm or ground water near the foundation of a building or in a basement of a building.

Four Day Average Limit shall mean any four (4) consecutive days of sampling and analysis collected during a given period of time (week, month, quarter, etc.) for specified industrial sources, e.g., electroplating. No calculated 4-day average limit may include sampling data from any other 4-day average.

Garbage shall mean solid wastes from the preparation, cooking, and dispensing of food and from the handling, storage, and sale of produce.

Grab Sample shall mean a sample which is taken from a waste stream on a one-time basis with no regard to the flow in the waste stream and without consideration of time.

Granny Unit – See Second Dwelling Unit.

Hauled Waste shall mean any waste transported and discharged to the District POTW or sanitary sewer system from the place of origin or storage via rail, truck, or other mode of transportation.

Hazardous Waste shall mean any substance as defined in 40 CFR Part 261 Subpart C and D and Health and Safety Code Section 25141, and California Code of Regulations - Title 22, Division 4.5, Chapter 11, Section 66261 et. seq.

Holding Tank Waste shall mean any waste from either fixed or mobile holding tanks, including but not limited to, vessels, chemical toilets, campers, trailers, septic tanks, and vacuum-pump tank trucks.

Indirect Discharge shall mean the discharge or introduction of either domestic or industrial wastes into the sanitary sewer system for treatment prior to, or in lieu of, being discharged into receiving waters.

Industrial User (IU) shall mean any ~~contributor of industrial waste or wastewater~~ of the following:

- (i) Any contributor of person who contributes, causes, or permits the contribution of industrial waste or wastewater into District facilities;
- (ii) The property owner of property connected to District facilities and contributing industrial waste or wastewater into District facilities via a building sewer;
- (iii) The owner of a building sewer connected to District facilities and contributing industrial waste or wastewater into District facilities.

Industrial Wastewater shall be all water-carried wastes and wastewater of the community, excluding domestic wastewater, derived from any producing, manufacturing, processing, institutional, commercial, agricultural, or other operation. Industrial wastewater may also include wastes of human origin similar to domestic wastewater which have been mixed with industrial wastes or wastewater prior to discharge to the District's facilities. Industrial wastewater shall include wastes hauled by truck, rail, water vessel or other source regardless of origin.

Infiltration shall mean water entering the sewer system from the ground through such means as pipes, pipe joints, connections, or manhole walls.

Inflow shall mean water entering the sewer system from surface sources such as manhole covers, open cleanouts, yard or basement drains or roof drains.

Instantaneous Maximum Allowable Discharge Limit shall mean the maximum concentration of a pollutant allowed to be discharged at any time, determined from the analysis of any discrete or composite sample collected, independent of the industrial flow rate and the duration of the sampling event.

Interceptor shall mean an Agency-approved precast or cast-in-place concrete, high-density polyethylene, coated steel, or other plastic containment device designed to intercept, trap, or otherwise prevent grease, sand, flammable liquids, or other substances potentially harmful to the sewerage system from entering said system.

Interference shall mean the inhibition or disruption of wastewater treatment plant operations or processes, sludge disposal and/or reuse, wastewater reclamation, or marsh processes or operations, which contributes to a violation of any requirement of the District's NPDES Permit(s) or other agency, local, state, and/or federal requirements.

ISO 11143 shall mean the International Organization for Standardization's standard for amalgam separators.

Lateral Sewer shall mean the portion of a sewer connecting a Building Sewer to the District's Main Sewer which is owned by the District but maintained by the private property owner and lying within a public road/street or public sewer easement.

Living Unit shall be a structure containing a kitchen or electrical wiring and/or plumbing for potential use of a kitchen.

Main Sewer shall mean a public sewer lying within a public road/street or public sewer easement designed to accommodate one or more than one side sewer and for which suitable access can be provided for maintenance reasons at the sole discretion of the District.

Mass Discharge Rate shall be the weight of material discharged to the sewer system during a given time interval. Unless otherwise specified, the mass discharge rate shall be measured in pounds per day of a particular constituent or combination of constituents.

Maximum Daily Concentration shall mean the maximum allowable discharge of a pollutant during a calendar day. Where daily maximum limitations are expressed in units of mass, the daily discharge is the total mass discharged over the course of the day. Where maximum limitations are expressed in terms of concentration, the daily discharge is the arithmetic average of the pollutant concentration derived from all measurements taken that day.

Monthly Average Limit shall mean a fixed number of samples taken during a one month period, for specific industrial sources, e.g., metals finishing, and may be based on only one, or as many as 31 sampling events.

Multiple-Family Dwelling shall mean any structure under one ownership constructed for occupancy of more than one family, each separate living quarters to be referred to as a unit.

National Pollution Discharge Elimination System or NPDES Permit shall mean a permit issued pursuant to Section 402 of the Clean Water Act (33 U.S.C. 1342).

National Pretreatment Standard or Pretreatment Standard shall mean any regulation containing pollutant discharge limits promulgated by the EPA in accordance with Sections 307(b) and (c) of the Clean Water Act which applies to Industrial Users. This term includes prohibitive discharge limits established pursuant to 40 CFR 403.5.

New Industrial User shall mean ~~a person who has not contributed, or caused to be contributed, industrial waste or wastewater into District facilities from a given building, structure, facility, or installation. A "new source," as defined below, is included within the meaning of "new industrial user."~~ any of the following

- (i) A person who has not contributed, or caused or permitted to be contributed, industrial waste or wastewater into District facilities from a given building, structure, facility, or installation;
- (ii) The property owner of a property connected to District facilities that has not contributed industrial waste or wastewater into District facilities via a building sewer;
- (iii) The owner of a building sewer connected to District facilities that has not contributed industrial waste or wastewater into District facilities.

New Source shall mean any building, structure, facility, or installation from which there may be a discharge of pollutants, the construction of which commenced after the publication of proposed Federal pretreatment standards which will be applicable if such standards are thereafter promulgated, provided that: (1) the building, structure, facility, or installation is constructed at a site at which no other source is located; (2) the building, structure, facility, or installation totally replaces the process or production equipment that causes the discharge of pollutants at an existing source; (3) the production of wastewater generating processes of the building, structure, facility, or installation are substantially independent of an existing source at the same site. In determining whether these are substantially independent, factors such as the extent to which the new facility is integrated with the existing plant and the extent to which the new facility is engaged in the same general type of activity as the existing source would be considered.

New User shall mean ~~a person who has not contributed, or caused to be contributed, waste or wastewater into District facilities from a given building, structure, facility, or installation. If the building, structure, or facility owner changes its use, it shall be considered a new user. A "new source," as defined previously, is included within the meaning of "new user."~~ any of the following:

- i) A person who has not contributed, or caused or permitted to be contributed, waste or wastewater into District facilities from a given building, structure, facility, or installation;
- (ii) The property owner of a property connected to District facilities that has not contributed waste or wastewater into District facilities via a building sewer;
- (iii) The owner of a building sewer connected to District facilities that has not contributed waste or wastewater into District facilities.

Non-Compatible Pollutants shall mean pollutants which are not normally removed by the POTW treatment system. These pollutants may include but are not limited to toxic wastes and pollutants which pass-through or interfere with the treatment system and those pollutants as listed by EPA. Examples of non-compatible pollutants include heavy metals such as copper, nickel, lead and zinc; organics such as methylene chloride, 1,1,1-trichlorethylene, methyl ethyl ketone, acetone, and gasoline; or sludges.

Notice of Violation (NOV) shall mean a document issued by the District informing the user that it has violated the District's Sanitation Code and that appropriate corrective action must be taken.

Onsite Wastewater Treatment System(s) shall mean individual disposal systems, community collection and disposal systems, and alternative collection and disposal systems that use subsurface disposal. The short form of the term may be singular or plural. OWTS do not include “graywater” systems pursuant to Health and Safety Code Section 17922.12.

Ordinance shall mean the Sanitation Code including any and all amendments thereto.

Outside Sewer shall mean a sanitary sewer which extends beyond the jurisdictional boundaries of the District.

Parcel shall mean the land or air space associated with an Assessor’s Parcel Number.

Pass Through shall mean a discharge from wastewater treatment facilities into waters of the state in quantities or concentrations which, alone or in conjunction with a discharge or discharges from other sources, contributes to a violation of any requirement of the District’s NPDES Permit(s) or other State and/or Federal requirements.

Permit shall mean any written authorization required pursuant to this Ordinance or other District rules and regulations, prior to the installation or construction of any specific sewage works under specific conditions at specific locations, or the use of any public sewers.

Permittee shall mean a person to whom the District has issued a permit for sewer construction or use.

Person shall mean any individual, firm, company, partnership, association, and private or public or municipal corporations, trust, estate, the United States of America, the State of California, districts, all political subdivisions, governmental agencies, or other legal entities and mandataries thereof, or their legal representatives. The masculine gender shall include the feminine and the singular shall include the plural where indicated by the context.

pH shall mean the logarithm (base 10) of the reciprocal of the concentration of hydrogen ions expressed in moles per liter of solution.

Plumbing Fixture Units shall mean fixture unit load values for the sizing drainage piping and Building Sewers, computed from Section 703.2 and Tables 7-3 and 7-4 of Chapter 7 of the California Plumbing Code (most recent County adopted version); however, minimum Building Sewer size shall be four (4) inches in diameter.

Plumbing System shall mean all plumbing fixtures and traps; or soil, waste, special waste and vent pipes; and all sanitary sewer pipes within a building and extending to the building sewer connection two (2) feet outside the building foundation thereof.

Pollutant shall mean any dredged spoil; solid waste; incinerator residue; sewage; garbage; sewage sludge; munitions; hazardous wastes; chemical wastes; biological materials; radioactive materials; heat; wrecked or discharged equipment; rock; sand; cellar dirt; and industrial, municipal, and agricultural waste discharged into water; or any other pollutant as defined in Section 502 (6) of the Clean Water Act.

Pollution shall mean an alteration of the quality of the waters of the State by waste to a degree which unreasonably affects (1) such waters for beneficial use, or (2) facilities which serve such beneficial uses, or which create a hazard to the public health.

Pollution Prevention shall mean any action which causes a net reduction in the generation of hazardous and/or non-hazardous waste, and may also include any steps taken (a) before a hazardous waste is generated to lessen the properties which cause the waste to be classified as hazardous, or (b) to reduce pollutant loadings from all process discharges prior to disposal to a POTW.

Pretreatment or Treatment shall mean the reduction, elimination, and/or the alteration of the amount or nature of pollutant properties in wastewater to a less harmful state prior to, or in lieu of, discharging or otherwise introducing such pollutants into District facilities. Reduction, alteration or elimination may be obtained by physical, chemical, or biological processes; or process changes by other means, except as prohibited by State and Federal regulations.

Pretreatment Requirements shall mean any substantive or procedural treatment requirement, other than a National Pretreatment Standard, applicable to the industrial user.

Pretreatment Standard shall mean any regulation of the District, State, or EPA containing pollutant discharge limits or other procedural or substantive requirements of the user.

Priority Pollutants shall mean those toxic pollutants listed in Appendix D of the Clean Water Act.

Private Main Sewers shall mean:

1. Those on-site main sewers for which adequate access cannot be provided for public maintenance purposes at the sole discretion of the District, and which serve multiple buildings on a single parcel or multiple parcels, and for which there is an existing contract between the District and the responsible owners' association representing the multiple buildings or multiple parcels.
2. Those on-site main sewers for Mobile Home Parks or Public Schools that are under the jurisdiction of the State of California Department of Housing and Community Development or the State Division of Architecture, respectively.

Process Water shall mean water used in any manufacturing, forming or thermal process, or any other operation during which its characteristics are modified.

Public Sewers shall mean Main Sewers and Lateral Sewers within public roads/streets or within public sewer easements and which are directly controlled by, or under the jurisdiction of, the District.

Publicly Owned Treatment Works (POTW) shall mean a treatment works which is owned by a state, municipality, city, town, special sewer district, or other publicly owned and financed entity (defined by Section 502(4) of the Act) as opposed to a privately (industrial) owned treatment facility. The term POTW also includes any devices and/or systems used in the storage, treatment, recycling, and reclamation of municipal sewage or industrial wastes of liquid nature. Also included are sewers, pipes, and other conveyances that convey wastewater to the POTW treatment plant. (see Direct and Indirect Discharge)

Representative Sample shall mean a sample portion of material or wastestream that is as nearly identical in content and consistency as possible to that in the larger body of material or wastestream being sampled.

Residential Condominium shall mean a single residential structure comprised of multiple individually owned living units.

Revocation shall mean the cancellation or nullification of the industrial user's permit, which terminates all rights and privileges of the industrial user to discharge to the District's sanitary sewer system on a permanent basis.

Roof Drain shall mean a drain designed to collect rainfall from a building roof.

Sanitary Sewer or Sewer shall mean a pipe or conduit which carries sewage and to which storm, surface, and groundwaters are not intentionally admitted.

Sanitary Sewer System or Sewer System shall mean Main Sewers, Lateral Sewers, pipes, manholes, cleanouts, or any other appurtenance which facilitates the flow of waste or wastewater to the Treatment Plant.

Second Dwelling Unit – A detached, second living unit on a single parcel in undivided ownership with a size less than or equal to 840 square feet, or as otherwise determined by the Sonoma County Permit and Resource Management Department, Planning Section, in accordance with the Sonoma County General Plan.

Septic Tank Waste shall mean any sewage from holding tanks such as vessels, chemical toilets, campers, trailers, and septic tanks.

Sewage or Wastewater shall mean a combination of water-carried wastes from residences, business buildings, institutions, and industrial establishments.

Sewage or Wastewater Treatment Plant shall mean any arrangement of devices and structures used for treating wastewater.

Sewage Works or Sewerage shall mean all facilities for collecting, pumping, treating, and disposing of sewage or wastewater.

Sewer shall mean a pipe or conduit for carrying sewage.

Set of Pumps shall mean a fuel dispensing device capable of simultaneously fueling two vehicles.

Side Sewer shall mean all piping included in the privately owned Building Sewer and the publicly owned Lateral Sewer.

Significant Industrial User (SIU) shall mean any industrial user of the District's wastewater disposal system who (1) has a discharge flow of 25,000 gallons or more per average work day,

or (2) has a dry weather flow or organic capacity greater than five (5) percent of the capacity of the District's wastewater treatment system, or (3) has in his/her wastes, toxic pollutants as defined pursuant to Section 307 of the Act or in the California Statutes and Regulations, or (4) is found by the District, Regional Water Quality Control Board, or the U.S. Environmental Protection Agency (EPA) to have significant impact, either singly or in combination with other contributing industries, on the wastewater treatment system, the quality of sludge, the system's effluent quality, or air emissions generated by the system and as defined in 40 CFR 403.3 (t). (see SIU Classifications, Article 6)

SIC Code shall mean the Standard Industrial Classification Code, a code numbering system used to identify various types of industries.

Significant Noncompliance (SNC) shall mean any violation of pretreatment standards or requirements as defined in 40 CFR 403.8(f)(2)(viii). SNC includes, but is not limited to, instances of chronic violations of wastewater discharge limits, slug discharges, violations of compliance schedule milestones, failure to provide compliance data, failure to follow Best Management Practices (BMPs), failure to accurately report noncompliance, or any other violation or group of violations.

Slug Discharge shall mean a discharge capable of causing adverse impacts to the District, its workers, or the environment; or any pollutant including an oxygen-demanding pollutant released in a discharge at a flow rate and/or pollutant concentration which may cause interference with the operation of the District's sanitation system. The discharge will be considered a slug discharge if the flow rate, concentrations, or quantities of pollutants exceed for any time period longer than: (1) fifteen (15) minutes, or (2) more than five (5) times the average twenty-four (24) hour concentration, quantity, or flow during normal operations. A slug discharge is considered to be a discharge of a non-routine, episodic nature, including, but not limited to, an accidental spill or a non-customary batch discharge.

Solid Wastes shall mean all non-waterborne wastes, including garbage, recyclable and non-recyclable solid wastes, such as paper, plastics, demolition debris, and all other solid waste products of the community.

Source Reduction - See Pollution Prevention

Standard Industrial Classification (SIC) shall mean a classification pursuant to the Standard Industrial Classification Manual issued by the Executive Office of the President, Office of Management and Budget, 1972, and any amendments thereto.

Standard Methods shall mean the "Standard Methods for the Examination of Water and Wastewater," a joint publication of the American Public Health Association (APHA), American Water Works Association (AWWA), and the Water Environment Federation (WEF), which outlines accepted laboratory procedures used to analyze the impurities in water and wastewater and as it may be amended.

State shall mean the State of California.

Storm Sewer or Storm Drain shall mean a pipe or other conveyance which is designed to carry unpolluted storm and surface waters or groundwaters and subsurface drainage waters, excluding sewage, which does not discharge to a POTW.

Storm Water shall mean the water running off or draining from the surface or subsurface of an area during and after a period of rain or irrigation.

Street shall mean any public highway, road, street, avenue, alley, way, public sewer easement, or public right-of-way used by, or to be used for, vehicle movement and for access to public sanitary sewer systems.

Subdivision shall mean improved or unimproved land or lands divided for the purpose of sale or lease, whether immediate or future, into two (2) or more lots or parcels.

Surcharge shall mean a charge for service in addition to the basic sewer user and debt service charge, for those users whose discharge contains biochemical oxygen demand (BOD), chemical oxygen demand (COD), suspended solids (SS), or ammonia nitrogen (N-NH) in concentrations which exceed limits specified herein for such pollutants.

Suspended Solids shall mean the total suspended matter that floats on the surface of, or is suspended in, water, wastewater, or other liquids, and which is removable by laboratory filtering.

Suspension shall mean a temporary physical interruption of sewer service without revoking the permit.

Time Proportional (composite) shall mean samples of equal volume collected at regular intervals of at least once each hour regardless of flow.

Toxic Pollutants shall include, but not be limited to, any pollutant identified pursuant to Section 307(a) of the Clean Water Act. Prohibited materials include organic solvents, pesticides, radiator fluids, organophosphates or similar chemical compounds used as algicides, bactericides, fungicides, herbicides, insecticides, or pesticides. A list of toxic pollutants is on file at the District office.

Trap shall mean a cast iron or stainless steel containment device used for trapping substances in order to prevent grease, sand, or flammable liquids from entering the sanitation system.

Treatment Plant shall mean any facility owned, operated, and/or maintained by the District that is designed to provide treatment of wastewater.

Trunk Sewer Main – a Main Sewer to which no Lateral Sewers are allowed to connect. Only Main Sewers can connect to a Trunk Sewer Main. All connections to a Trunk Sewer Main shall be at a manhole.

Uniform Plumbing Code shall mean that certain current edition of the Uniform Plumbing Code adopted by the Western Plumbing Officials Association and the County of Sonoma, a copy of which is on file in the office of the District for use and examination by the public, except such sections therein as are shown to be omitted, amended, or added thereto, in said copy.

Wherever the term "Administrative Authority" is used in the Uniform Plumbing Code, it shall be construed to mean the Agency's General Manager.

Unit shall mean any structure, or portion of a structure, constructed for occupancy by one single family, one commercial enterprise, one industrial enterprise, or one agricultural enterprise.

Upset shall mean an exceptional incident in which unintentional and temporary noncompliance occurs.

User shall mean any ~~person who contributes, causes, or permits the contribution of wastewater into the District's facilities.~~ of the following:

- (i) Any person who contributes, causes, or permits the contribution of wastewater into the District's facilities;
- (ii) The property owner of property connected to District facilities via a building sewer;
- (iii) The owner of a building sewer connected to District facilities.

Waste shall mean sewage and any and all other waste substances, liquid, solid, or gases associated with human habitation, or of human or animal origin, or from any industrial processing operation of any nature which has been discarded for any reason.

Wastestream shall mean any avenue in which a waste may be transported, carried, or disposed of, e.g., surface waters, atmosphere, sanitary sewers, storm drains, landfills, and treatment facilities.

Wastewater shall mean the liquid and water-carried industrial and/or domestic wastes from dwellings, commercial buildings, industrial facilities, and institutions. Wastewater also includes groundwater, surface water, and storm water that may be present in the wastewater, whether treated or untreated, which is permitted to enter the District's facilities.

Wastewater Constituents and Characteristics shall mean the individual chemical, physical, bacteriological and radiological parameters, including volume and flow rate, and such other parameters that serve to define, classify or measure the contents, quality, quantity and strength of wastewater.

Waters of the State shall mean all streams, lakes, ponds, marshes, watercourses, waterways, wells, springs, reservoirs, aquifers, irrigation systems, drainage systems, and all other bodies or accumulations of water (saline or fresh), surface or underground, natural or artificial, public or private, which are contained within, flow through, or border upon the State or any portion thereof.

Yard Drain shall mean a system designed to collect and drain stormwater runoff away from a property.

**SECTION 2.02 - ADDITIONAL DEFINITIONS:** For the purpose of this Ordinance, additional terms shall have the meaning indicated in Chapter 1 of the Uniform Plumbing Code as adopted herein.



**SECTION 2.03 - ABBREVIATIONS:** The following abbreviations shall have the designated meanings:

ACL	Administrative Civil Liability (Complaint)
AO	Administrative Order
BMP	Best Management Practices
BOD	Biochemical Oxygen Demand
BTEX	Benzene, Toluene, Ethylbenzene, Xylene
C	Centigrade
CCR	California Code of Regulations
CFR	Code of Federal Regulations
COD	Chemical Oxygen Demand
CSAR	Compliance Sampling and Analysis Report
EPA	Environmental Protection Agency
ERP	Enforcement Response Plan
ESD	Equivalent single-family dwelling unit
F	Fahrenheit
gal/day	Gallons per day
GM	General Manager
L	Liter
mg	Milligrams
MGD	Million gallons per day
mg/L	Milligrams per liter
NOV	Notice of Violation
NPDES	National Pollutant Discharge Elimination System
OWTS	Onsite Wastewater Treatment System(s)
POTW	Publicly Owned Treatment Works
RCRA	Resource Conservation and Recovery Act
SCWA	Sonoma County Water Agency
SIC	Standard Industrial Classification
SNC	Significant Noncompliance
SSS	Sanitary Sewer System
TDS	Total Dissolved Solids
TRC	Technical Review Criteria
TSS	Total Suspended Solids
ug	Micrograms
ug/L	Micrograms per Liter
USC	United States Code
PAH	Polynuclear Aromatic Hydrocarbons
TTO	Total Toxic Organics

## ARTICLE III - GENERAL CONDITIONS FOR SEWER SERVICE

- SECTION 3.01 - AVAILABILITY OF SEWER SERVICE
- SECTION 3.02 - SERVICE AREA
- SECTION 3.03 - SERVICE AREAS--DISTANCE LIMITATIONS
- SECTION 3.04 - UNLAWFUL DISPOSAL
- SECTION 3.05 - OCCUPANCY PROHIBITED
- SECTION 3.06 - SEWER REQUIRED
- SECTION 3.07 - SERVICE AREAS--PRIVATELY FINANCED COLLECTOR MAINS
- SECTION 3.08 - SPECIAL CONDITIONS
- SECTION 3.09 - EACH UNIT TO HAVE SEWER LATERAL
- SECTION 3.10 - SUBDIVISION OF OWNERSHIP
- SECTION 3.11 - ENVIRONMENTAL REVIEW
- SECTION 3.12 - COMPLIANCE WITH ALL LAWS
- SECTION 3.13 - APPLICATIONS, PERMITS AND FEES
- SECTION 3.14 - CHANGE IN CHARACTER OR INCREASE IN THE AMOUNT OF WASTEWATER DISCHARGE FROM EXISTING SEWER LATERAL CONNECTION
- SECTION 3.15 - APPLICATION FOR NEW SEWER SERVICE
- SECTION 3.16 - RESPONSIBILITY OF APPLICANT
- SECTION 3.17 - REVIEW OF APPLICATION FOR NEW SEWER CONNECTIONS
- SECTION 3.18 - FRONTING A SEWER MAINLINE
- SECTION 3.19 - CONDITIONS FOR APPROVAL OF STANDARD NEW SEWER SERVICE INSTALLATION
- SECTION 3.20 - APPLICATIONS AND SEWER SERVICE RUN WITH THE LAND
- SECTION 3.21 - DISTRICT LIMIT FOR NEW SEWER LATERAL INSTALLATION
- SECTION 3.22 - USER RESPONSIBILITY FOR CONNECTION TO SEWER LATERAL
- SECTION 3.23 - USER RESPONSIBILITY MAINTENANCE OF SIDE SEWER
- SECTION 3-24- USER RESPONSIBILITY FOR INSTALLATION AND MAINTENANCE OF BACKFLOW PREVENTION DEVICES
- SECTION 3.25 - SEWER SERVICE FOR A SINGLE STRUCTURE
- SECTION 3.26 - SEWER SERVICE FOR TWO OR MORE STRUCTURES
- SECTION 3.27 - OWNERSHIP OF SANITATION FACILITIES
- SECTION 3.28 - SEWER MAINLINE EXTENSION PERMITS
- SECTION 3.29 - LIMITED PURPOSE FACILITIES
- SECTION 3.30 - RECORDATION OF LIMITED PURPOSE AGREEMENT
- SECTION 3.31 - AGREEMENTS WITH OTHER AGENCIES FOR SANITATION SERVICE
- SECTION 3.32 - USER RESPONSIBILITY FOR CONNECTION TO SEWER LATERAL

**SECTION 3.01 - AVAILABILITY OF SEWER SERVICE:** Users are advised to obtain information from the District on the availability of sewer capacity, sanitation facilities to provide service, and other pertinent data to assure satisfactory service before undertaking any development or construction. Many areas within the boundaries of the District can only be served at extremely high costs to the users.

**SECTION 3.02 - SERVICE AREA:** Any person whose premises are within the service limits established for the District may apply for a sewer service connection provided that the District has at that location sufficient sewer capacity to provide the new or additional service without

detriment to those already served. The prospective user will be deemed to be "within service limits as defined by the District boundary" and will be deemed to be within an area which the District has "assumed to serve" only if such prospective consumer is entitled to service under Sections 3.03 and 3.08 and then only on the terms therein stated.

**SECTION 3.03 - SERVICE AREAS--DISTANCE LIMITATIONS:** District sewer mains leading to or near a prospective service area are intended only for points of waste discharge within a maximum distance of three hundred feet of the property line fronting such main. The District does not assume to serve connected or adjacent lands, whether in the same or other ownerships, unless it expressly agrees to do so when the District's sewer main is originally installed.

**SECTION 3.04 - UNLAWFUL DISPOSAL:** It shall be unlawful to construct or maintain within the District boundaries any privy, privy vault, cesspool, seepage pit, or any other type of Onsite Wastewater Treatment System that is not in compliance with current County requirements for on-site wastewater treatment systems.

Existing onsite wastewater treatment systems within the District boundaries that meet County Code requirements for new systems or for which continued use is allowed under County requirements, may be maintained or repaired as authorized by County requirements, or replaced in the same location or another County approved location, but may not be expanded to add capacity. Any replacement of such systems must be with a system that meets current County Code requirements for new systems.

Graywater systems, and other Alternate Water Source systems, as defined in Chapter 16 of the California Plumbing Code, and complying with current County requirements, are not subject to this Section 3.04.

New on-site wastewater treatment systems may be constructed and maintained within the District boundaries under the following conditions:

1. The facilities shall be in compliance with current County requirements and not increase capacity, and
2. The facilities shall be constructed under a permit issued by the Sonoma County Permit and Resource Management Department, and
3. The structure to be served is, or would be, more than 300 feet from a property line fronting a sewer main, and
4. The applicant shall sign and record, at the applicant's expense, an agreement with the District stating that when a new future public collector main sewer is constructed within a public right-of-way to within 300 feet of the structure(s), the owner of the structure(s) shall at their expense, obtain permits from the Sonoma County Permit and Resource Management Department, disconnect from, and abandon, the existing on-site system and reconnect to the new public collector main sewer in accordance with the District Standards, and
5. The General Manager, or the General Manager's delegated staff, shall issue a written finding of infeasibility of making connection to a public main sewer, the basis for the finding of infeasibility, and with a statement of not objecting to the Sonoma

County Permit and Resource Department's issuance of a permit to allow construction of an on-site septic treatment and disposal facility conforming to County Standards. The finding of infeasibility shall be based on documentation provided by the Applicant demonstrating either economic hardship, technical infeasibility, or both.

**SECTION 3.05 - OCCUPANCY PROHIBITED:** No building, industrial facility, or other structure connected to the sewer system of the District shall be occupied until the owner of the premises has complied with all rules and regulations of District and/or applicable regulations of the County of Sonoma or other appropriate jurisdiction.

**SECTION 3.06 - SEWER REQUIRED:** The owner of any building situated within the District boundary and abutting on any street in which there is now located or may in the future be located a public sewer of the District is hereby required at his or her expense to connect said building directly with the proper public sewer, unless the building will discharge to the public sewer through a pretreatment system approved by the District, in accordance with the provisions of this Ordinance, within ninety (90) days after date of official notice to do so, and provided that said public sewer is within three hundred (300) feet of the building.

**SECTION 3.07 - SERVICE AREAS--PRIVATELY FINANCED COLLECTOR MAINS:** As provided in Section 3.29, the District's Board of Directors may limit and define service areas for privately or locally financed collector mains.

**SECTION 3.08 - SPECIAL CONDITIONS:** Where an extension of collector mains is necessary; or where quantities of wastewater are in excess of the capacity of the existing system; or where a substantial investment in pumping, treatment, or disposal is necessary to provide service, the user, after making a written application for service and prior to activating sewer services, will be informed by the District as to the conditions and charges to be made for the particular area and circumstances in question. Rules and regulations for mainline extensions are set forth in Section 3.28 et seq.

**SECTION 3.09 - EACH UNIT TO HAVE SEWER LATERAL:** No sewer lateral shall be installed or provided for more than one living unit, commercial unit, or agricultural or industrial enterprise. However:

- A. The following facilities may be allowed to be served by a common sewer lateral upon receipt of a written request from the applicant:
1. A duplex, apartment, or other multiple-unit residential structure in undivided ownership.
  2. A commercial or industrial structure in undivided ownership where use areas are not enclosed by permanent walls, provided that process and domestic wastestream would not comeingle prior to the designated sampling point.
  3. A structure or group of structures owned or exclusively occupied by a public entity or entities.
  4. A residential condominium or similar complex of living units served under a contract between the Agency and a responsible owners' association for the complex.

5. An auxiliary structure, on a residentially zoned parcel, that is not a living unit (without cooking facilities), e.g. garage, workshop, pool house, artist studio, etc. Following receipt of the parcel owner's request letter, an acknowledgment document, prepared by the District from information provided by the owner's request letter will be sent to the property owner, and must be recorded by the property owner against the parcel of land to cover this arrangement.
  6. A second dwelling unit (with cooking facilities) located on a single-family parcel in undivided ownership as an attached or detached unit. Following receipt of the parcel owner's request letter, an acknowledgement document, prepared by the District from information provided by the owner's request letter, will be sent to the property owner, and must be recorded by the property owner against the parcel of land to cover this arrangement.
  7. A single structure consisting of multiple-parcels/units commercial office condominiums, each parcel/unit intended for individual ownership with each parcel/unit not discharging wastewater constituents of concern, as determined by the District, served under an agreement between the District and a sub-divider or responsible owners' association for the complex, and with the following additional requirements satisfied: The agreement shall include appropriate District-required changes to the Covenants, Conditions, and Restrictions for the structure, shall require revised, recorded title conveyance documents for each parcel/unit which include deed restrictions acceptable to the District restricting discharge only to wastewater constituents which are not of concern as defined in this Code and otherwise by the District, a recorded Terms and Conditions document signed by both the sub-divider or responsible owners' association and the General Manager or authorized designated representative, and a recorded Covenant signed by both the sub-divider or responsible owners' association and the General Manager or authorized designated representative. The sub-divider or responsible owners' association for the complex, shall pay a Sanitation Code Exception Document Processing Charge to reimburse the District for staff and County Counsel administrative costs for processing of the required documents associated with granting the Sanitation Code exception prior to signing of the Terms and Conditions document and the Covenant document by the General Manager or authorized designated representative. With these completed documents in place, and with payment by the sub-divider or owners' association of the Sanitation Code Exception Document Processing Charge, it will not be necessary for the sub-divider, owners' association, or individual owners, to obtain a variance from the Board of Directors.
- B. If two legal living units in separate structures on a single parcel are in one ownership where sewer service to both was granted prior to January 1, 1995, and both were legal living units at that time, they may continue to be served through a single sewer lateral where one user assumes responsibility for all service to such parcel. An acknowledgement document per Section 3.09A, Paragraph 6 must be recorded against the parcel if there is a change in ownership after January 1, 1995.

**SECTION 3.10 - SUBDIVISION OF OWNERSHIP:** If the ownership of a structure or group of structures receiving sewer service through a single lateral connection pursuant to Sections 3.09

(A) 1, 2, 3 or (B) is subdivided, new sewer laterals shall be installed, and the fees and charges therefore shall be paid, to the extent necessary to provide a separate sewer lateral to each separately owned unit or parcel, unless service is furnished under subsection (A) 4 of Section 3.09.

**SECTION 3.11 - ENVIRONMENTAL REVIEW:** All Agency projects and private developments are subject to the requirements of the California Environmental Quality Act (Public Resources Code Section 21000 et seq.), and the State Guidelines for Implementation of the California Environmental Quality Act (CFR, Section 15000 et seq.). All Agency projects are also subject to the CEQA Implementing Procedures of the Sonoma County Water Agency (Agency Implementing Procedures). Under the Agency Implementing Procedures, the Agency will act as a Lead Agency and will prepare environmental documents as needed for Agency projects. Persons planning private developments should contact the appropriate jurisdictional planning agency early in their planning process to determine that agencies' procedures for Implementation of CEQA (the Guidelines). The Agency will act as a Responsible Agency for private developments and will review and comment on environmental documents prepared for private developments in its role as a Responsible Agency as required under CEQA, the Guidelines, and the Agency Implementing Procedures.

No sewer service permit or mainline extension permit will be granted without compliance with said requirements.

**SECTION 3.12 - COMPLIANCE WITH ALL LAWS:** No sewer service permit or mainline extension permit will be granted to any structure or property where the development or use of said structure or property, as proposed by the applicant, would be in violation of any applicable Federal, State, or local laws, ordinances or regulations.

**SECTION 3.13 - APPLICATIONS, PERMITS AND FEES:** No public sewer, lateral sewer, building sewer, or other sanitation facility shall be installed, altered, or repaired within the jurisdiction of the Agency until an application for a sewer service permit, mainline extension permit, or other type of permit application has been reviewed and approved by the District and all fees paid in accordance with the requirements of this Ordinance and other rules and regulations of the District.

**SECTION 3.14 - CHANGE IN CHARACTER OR INCREASE IN THE AMOUNT OF WASTEWATER DISCHARGE FROM EXISTING SEWER LATERAL CONNECTION:** All sewer services granted are solely for the specific use for which application was made. No substantial change shall be made in the character or strength nor shall an increase in the amount of wastewater discharged by user be made through an existing sewer lateral connection except by making application to the District. The District, upon application, shall determine, based upon probable peak wastewater discharge for the particular type of use, whether the existing sewer service is adequately allocated for the new use. The District, at its discretion, will review sewer connections for substantial changes in character or increase in use. A substantial change in character of wastewater discharge includes, but is not limited to, change from one of the following uses to another: single-family residential, multiple residential, commercial, or industrial. When the District determines there is a substantial change in character or increase in the wastewater discharge, a new sewer service application shall be required pursuant to Section 3.15 and additional fees paid when there is an increase in the amount of wastewater discharge.

**SECTION 3.15 - APPLICATION FOR NEW SEWER SERVICE:** Applicants requesting sewer services which require the installation of a new sewer lateral or which substantially changes the character or amount of wastewater discharge from an existing sewer lateral shall make written application for a new connection and ESD (equivalent single family dwelling unit) on a form provided by the District. All blanks thereon shall be filled in completely. The District shall, at its sole discretion, determine the appropriate number of ESD(s) based on the type of use category pursuant to Section 5.03.

**SECTION 3.16 - RESPONSIBILITY OF APPLICANT:** Completed and signed sewer service permits, mainline extension permits, or other types of permit applications constitute an agreement to pay for all services rendered pursuant to that application; and to be bound by all rules and regulations of the District 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 District. All applications other than wastewater discharge permits shall be signed by the legal owner(s) of the parcel served. Wastewater Discharge Permit applications shall be signed by the business owner and legal owner. Such agreement shall be binding upon the applicant(s) and may be modified only by the District except in cases where a written request for modification is received from the applicant and approved by the District. Written request for alteration can only be approved with written permission from the General Manager or his authorized representative.

**SECTION 3.17 - REVIEW OF APPLICATION FOR NEW SEWER CONNECTIONS:** Receipt of application by the District is not a guarantee that a sewer service permit will be issued. Each application will be reviewed individually by the District. After such review, the District reserves the right to grant or reject said application for any cause which may adversely affect the District's wastewater treatment system.

**SECTION 3.18 - FRONTING A SEWER MAINLINE:** "Fronting a sewer mainline," as used in this Ordinance or article, means that a District-owned sewer main is located in a District easement, or fee title, or public way which is immediately contiguous to the parcel to be served and that an imaginary line projected at a right angle to such main extends to or beyond the centerline of the parcel's frontage or the centerline of the structure, whichever is farther.

**SECTION 3.19 - CONDITIONS FOR APPROVAL OF STANDARD NEW SEWER SERVICE INSTALLATION:**

- A. Approval of an application for a new sewer service installation will normally be granted providing that:
  - 1. The property to be served is fronting an existing District sewer main, and
  - 2. The structure to be served is within three hundred feet of the property line fronting the sewer main, and
  - 3. Adequate sewer main capacity is available to serve all portions of the property, and

4. The property served is at such an elevation that gravity flow of wastewater discharge will occur except as permitted under Section 4.05, and
5. Such sewer lateral installation is in compliance with all other District rules, regulations, and conditions of sewer service, and

B. Applicants who cannot meet conditions (1) or (2) of subsection (A) must arrange for a sewer mainline extension permit pursuant to Section 3.28 et seq.

**SECTION 3.20 - APPLICATIONS AND SEWER SERVICE RUN WITH THE LAND:** Each application and each sewer service approved pursuant thereto runs only with the parcel of land for which it is applied and/or approved and may not be transferred to any other parcel of land.

**SECTION 3.21 - DISTRICT LIMIT FOR NEW SEWER LATERAL INSTALLATION:** No District-owned sewer lateral shall be installed on any private property, or extended beyond the curblineline of a street or easement in which a District sewer main is located.

**SECTION 3.22 - USER RESPONSIBILITY FOR CONNECTION TO SEWER LATERAL:** The user shall be responsible for the installation and connection of, at ~~his~~ the user's own expense, ~~of his~~ building sewer and plumbing systems inside private property. ~~The user's building sewer and plumbing systems shall at all times remain the property of the user who shall be solely responsible for its maintenance, use, and repair. The District will not do any work or supply any materials in connection with the installation, repair, or maintenance of any part of privately owned building sewer or plumbing systems.~~ Unless a special written agreement is made to the contrary, all facilities on the user side will be deemed to be the user's private property. The building sewer and plumbing systems inside private property shall be subject to and governed by this Sanitation code and by the appropriate non-conflicting ordinances of the County of Sonoma or other appropriate jurisdictions and other applicable requirements.

**SECTION 3.23 - USER RESPONSIBILITY FOR MAINTENANCE OF SIDE SEWER:** ~~The user shall be responsible for the cleaning and clearing of, at his own expense, the side sewer (building sewer and lateral sewer) and the plumbing systems. The user's building sewer and plumbing systems shall at all times remain the property of the user who shall be solely responsible for its maintenance, use, and repair. Replacement or repair of the lateral sewer shall be at the sole discretion of the District. A property line cleanout must be installed for the District to determine if repair or replacement of the lateral sewer is required. Installation of a property line cleanout shall be at the users expense.~~ The user's building sewer and plumbing systems shall at all times remain the property of the user who shall be solely responsible for its their maintenance, use, repair, rehabilitation, and replacement. The user is responsible to ensure that, among the building sewer and plumbing systems, all joints are tight, all cleanouts are properly plugged or capped, and all pipes are sound to prevent ex-filtration by waste or infiltration by ground water or storm water. The user is responsible to ensure that the building sewer and plumbing systems are free of any structural defects, cracks, breaks, openings, or missing portions, and the grade of the ground underneath the pipe shall be uniform without sags or offsets. The District is not responsible for doing any work or supplying any materials or equipment in connection with the installation, maintenance, repair, rehabilitation, or replacement of any part of privately owned building sewer or plumbing systems.

The user shall be responsible for the testing, cleaning, and clearing of, at the user's own expense, the side sewer (building sewer and lateral sewer) and the plumbing systems. The user must maintain the side sewer to be free from roots, grease deposits, and other deposits which may impede the flow or obstruct the transmission of waste. A cleanout shall be installed outside the building foundation (within five feet of the foundation wall or as approved by the Chief Engineer) if the District determines such cleanout is necessary for cleaning and testing of the side sewer. A two (2) - way cleanout must be installed at the property line for cleaning and testing of the side sewer pursuant to Article III of this Sanitation Code and to determine if repair or replacement of the lateral sewer is required. Installation of a property line cleanout and building foundation cleanout shall be at the user's expense.

Replacement or repair of the lateral sewer shall be the responsibility of the District and will be performed at the sole discretion of the District.

**SECTION 3.24 - USER RESPONSIBILITY FOR INSTALLATION AND MAINTENANCE OF BACKFLOW PREVENTION DEVICES:** Where a side sewer serves plumbing fixtures that are either (1) located less than one foot above the rim of the nearest upstream manhole or cleanout of the main sewer into which the side sewer connects, or (2) located within the 100-year flood zone, a backflow prevention device shall be installed in the building sewer in accordance with the Agency's Design and Construction Standards for Sanitation Facilities. The backflow prevention device shall be located on private property and shall be installed by the User. The maintenance of the backflow prevention device shall be the sole obligation of the User. The District shall be under no obligation to ascertain that the backflow device continues in operating condition. The installation of a backflow prevention device shall require a permit from and inspection by the District.

**SECTION 3.25 - SEWER SERVICE FOR A SINGLE STRUCTURE:** Where a single structure is to be served, the side sewer must proceed from the District main along such a course so as to avoid traversing a parcel of separate ownership lying between such structure and the District main unless the General Manager, or the General Manager's delegated staff, makes a written finding that traversing such parcel is necessary due to physical restriction, technical feasibility or safety issues, and a permanent property interest in the traversed parcel for placement, maintenance, and replacement of the side sewer is conveyed to the property of the structure being served and such property interest is recorded.

**SECTION 3.26 - SEWER SERVICE FOR TWO OR MORE STRUCTURES:** Where two or more structures are to be served on land under single ownership, separate sewer laterals shall run from the District main substantially at a right angle to each such structure, except as allowed by Sections 3.06, 3.09, and 3.25.

**SECTION 3.27 - OWNERSHIP OF SANITATION FACILITIES:** All lift stations, collector and trunk sewer mains, sewer laterals, manholes, and other facilities installed under this Ordinance shall immediately become the sole property of the District upon installation and final inspection and acceptance by the District.

**SECTION 3.28 - SEWER MAINLINE EXTENSION PERMITS:** Except as sewer trunk and collector mains and other facilities may be extended or installed by the District on its own initiative and partially or wholly at its own expense, extensions of mains may be obtained by

developers and others upon entering into a sewer mainline extension permit prepared in accordance with the terms and conditions described by Article IV and herein.

- A. District's Discretion: The final determination whether the District will issue a sewer mainline extension permit shall be at the discretion of the General Manager. No sewer mainline extension permit shall be approved until such time as the District can determine that:
1. The District has sufficient wastewater collection, treatment, and disposal capacity to adequately service the existing sanitation system.
  2. Additional sewer connections will not create a condition detrimental to the present or future District users.
  3. The project the extension will service has received final discretionary approval from the lead agency.
  4. The sewer mainline extension agreement will not violate any District rule, regulation, or policy.
- B. Minimum Requirements Prior to Sewer Facilities Installation: No sewer mainlines, manholes, laterals, or other facilities shall be installed until such time that the roadways are completed to subgrade, unless otherwise approved by the General Manager.
- C. Additional Constrained System Requirements: Whenever the District determines that existing trunk sewers, collector sewers, or lift stations are insufficient to adequately serve any sewer mainline extension, the District shall not issue a sewer mainline extension permit for such extension until such time the applicant agrees to pay the full cost of furnishing out-of-tract trunk or collector lines or other facilities so that said extension will not adversely affect other users or potential users of existing sewer pipelines.
- D. Special Contracts: The District may enter into special contracts relating to cost sharing and/or refunds or advances made or incurred when providing or enlarging trunk or collector mainlines, lift stations, or other facilities. Considerations for cost sharing by the District may include the following:
1. The facility to be constructed will be replacing an inadequate facility.
  2. The facility to be constructed is an adopted project included in the District's 5-year capital improvement program and is currently a planned capital improvement project of the District.
  3. The District Board has determined that it is within the District's financial capability to finance its share of the improvement.
- F. Outside Users Contract: Where special conditions exist relating to serving an area outside the boundaries of the District, users shall be subject to a special mainline extension agreement between the applicant and the District. No connections shall be made to any parcel located outside of the presently established boundaries of the District until a

satisfactory agreement has been entered into with the owner of said parcel and approved by the Board.

**SECTION 3.29 - LIMITED PURPOSE FACILITIES:** If and whenever the District causes sanitation facilities to be constructed to provide sewerage to a specific area, the Board may by resolution determine and declare that such facility shall be a limited purpose facility and subject to the restrictions of this Section. In any such case, the facility shall be deemed to be a special or limited purpose facility not designed or intended to serve any properties other than the specific area described in such resolution. The District shall not be deemed to have assumed to serve any other areas unless and until and to the extent that the Board of Directors expressly so declares by later resolution. In any such case, no person shall have the right to connect with or receive sewer service from such facility, except upon payment of a pro-rated contribution toward its cost, either for retention by the District, or for repayment to the party who financed the initial construction, as applicable. Repayment to the party who financed the initial construction will be made for a period of ten years after the date the limited purpose agreement was entered into for such construction. At the end of the ten-year period, the designation as a limited purpose facility and agreements for reimbursement terminate and the District may serve any and all areas not specifically identified by the limited purpose resolution.

**SECTION 3.30 - RECORDATION OF LIMITED PURPOSE AGREEMENT:** Where a limited purpose facility is installed pursuant to this Ordinance and the original applicant owns all, or a part of, the additional, prospective "service area" adjacent to or near the facility installed, the District may require the recordation, at the applicant's expense, of a special agreement designating the specific area served and the additional area which is not served, so that future purchasers of the area not served will have notice for the pro rata charge as to their property for sewer service.

**SECTION 3.31 - AGREEMENTS WITH OTHER AGENCIES FOR SANITATION SERVICE:** The District may contract in accordance with the terms and conditions of the California Health and Safety Code, Section 4742.1, with a district, city, governmental agency, person, or other entities, for the handling, treatment, or disposal by the District of wastewater or industrial waste when, in the judgement of the District Board, it is in the best interest of the District to do so, upon such terms and conditions as may be agreed upon, provided that the District facility to be utilized has the capacity for handling, treatment or disposal of such waste, and that the contracting user pays, as required by District, State and/or Federal requirements or law, its proportionate share of the cost of such treatment, handling, and disposal.

**SECTION 3.32 - USER RESPONSIBILITY FOR INSPECTION AND REPAIR OF SIDE SEWER:**

**A. Conditions or Times When Inspection is Required**

The General Manager or Chief Engineer may require inspection of any side sewer (building sewer and lateral sewer) that is thirty (30) years old or older and connected to the public sewer system. The side sewer shall be tested by the user, at the user's own expense, in accordance with the requirements of this Section, including the testing requirements in Section 3.32B, to ensure the side sewer meets District standards for infiltration and ex-filtration. Testing shall occur

within sixty (60) days of notification by the General Manager or Chief Engineer. Testing may be required based upon the District's determination that there is sufficient evidence to conclude:

1. The cleaning, testing, repair, or replacement is required for the protection of the public health, safety, or welfare;
2. The private sewer lateral has recently overflowed, malfunctioned, failed, or caused a prohibited discharge, or is damaged, deteriorating, defective, or likely to fail, or has not been properly maintained;
3. The age of the pipes, or the age of the pipes in combination with observed foliage in proximity to the pipes, are causing a higher than average flow in a neighborhood or area.

Testing will also be required when the District replaces part or all of a main sewer and shall be performed by users with side sewers connecting to the portion of the main sewer being replaced. Testing shall occur within sixty (60) days of notification by the General Manager or Chief Engineer.

#### B. Testing Procedures for Side Sewer

The user shall test the side sewer at its own expense and shall notify the District prior to testing. The entire length of the side sewer shall be tested. Testing shall be performed by a state licensed plumbing contractor in accordance with one of the following:

1. Water test in accordance with District testing requirements. Testing requirements and standards are specified in Section 8.8A and Standard Drawing 115 in the most recent version of the Sonoma County Water Agency's "Design and Construction Standards for Sanitation Facilities."
2. Air test in accordance with District testing requirements. Testing requirements and standards are specified in Section 8.8B and Standard Drawing 116 in the most recent version of the Sonoma County Water Agency's "Design and Construction Standards for Sanitation Facilities."
3. Closed Circuit Television Video (CCTV) test in accordance with District testing requirements. Testing requirements and standards shall be provided by the District upon request or upon notification from the District that testing is required.

Videos that fail to satisfy the testing requirements shall be deemed incomplete and shall be returned to the project contact, and a new video complying with all of the testing requirements will be required to be completed.

4. Test results are valid for twelve (12) months from the date of inspection. If the property owner fails to submit the test results within twelve (12) months, the District may require the property owner to re-test the pipeline before reviewing the results.
5. When all conditions have been met to the satisfaction of the District, including the completion of any required repairs, a Letter of Compliance shall be issued by the District.

### C. Failed Test

When a lateral sewer fails to qualify for a Letter of Compliance, the replacement, rehabilitation, or repair of the lateral sewer shall be the responsibility of the District and will be performed at the sole discretion of the District.

When a building sewer fails to qualify for a Letter of Compliance, the user shall repair, replace, or rehabilitate the building sewer in accordance with the District standards in the most recent version of the Sonoma County Water Agency, "Design and Construction Standards for Sanitation Facilities." Within 365 days of the District's notification of a failed test, the user shall obtain the permits for sewer repair, replacement, or rehabilitation from the Sonoma County Permit and Resource Management Department (PRMD) or the City of Sonoma and commence work. Documentation of the final inspection and approval by PRMD or the City of Sonoma shall be provided to the District by the user. The user shall follow procedures specified by PRMD or the City of Sonoma for closing out the permit. All costs of repair, replacement, or rehabilitation of the building sewer shall be borne by the user.

### D. Re-Testing of Repaired or Replaced Building Sewer

All repaired or replaced building sewers shall be re-tested in accordance with Section 3.32.B and must pass the testing requirements. A written test report or closed circuit television video inspection results shall be provided to the District or designee.

### E. Exemption(s) From Testing Requirements

A side sewer is not required to be tested pursuant to Section 3.32.B if the user provides the District with documentation that, within twenty (20) years preceding the notification issued under Section 3.32.B, the side sewer passed a test conducted in a manner which meets the requirements of Section 3.32.B, or was constructed, repaired, replaced, or rehabilitated in accordance with the requirements of this Code. This exemption shall not apply if the District has reason to believe the side sewer is in defective condition.

### F. Hardship Deferral:

1. Request/Finding/Agreement: In the event that the repair or replacement of a building sewer before the deadline specified in this Section should result in undue hardship, a request for hardship status may be submitted to the Chief Engineer before the applicable deadline. The Chief Engineer shall make a hardship finding only if the user presents facts which clearly demonstrate, in the Chief Engineer's sole determination, that the user's payment for and completion of a building sewer repair or replacement at the required time would result in an undue hardship, and that deferral of repair will not present an immediate threat to human health or the environment. Any grant of hardship status shall be pursuant to an agreement signed by the Chief Engineer and the user. If hardship status is granted, up to an additional one hundred and eighty (180) days after the deadline may be granted to repair or replace the building sewer. The agreement shall specify, among other things, the reason for allowing the granting of hardship by referencing the appropriate clause in subparagraph 3.32.F.2, the number of days granted for repair or replacement, and that the user shall be responsible for

completing repair or replacement within the timeframe granted. If hardship status is not granted, the user may make a written application for a variance to the General Manager pursuant to Section 1.06 of this Code.

2. Definition of Hardship: Undue hardship shall be defined as (i) the severe illness or incapacitation of the user; (ii) the immediate transfer or removal of the user from the state, thereby making the hiring of a contractor to repair or replace the building sewer impractical or overly burdensome; (iii) any physical or financial situation that would render compliance with the time limits for the repair or replacement of the building sewer extraordinarily difficult or impractical. The user shall bear the burden of submitting documentation and proving the existence of such a bona fide hardship to the satisfaction of the Chief Engineer or General Manager.

## G. Enforcement

In addition to any other enforcement options available in this Sanitation Code Ordinance or otherwise pursuant to law, for failure of the user and/or other responsible party to comply with this Article, the District may exercise any or all of the following actions:

1. The District may initiate legal action to compel compliance with the requirements of this Article, including an action to impose fines of up to a maximum of \$1,000 for each violation, and each day or part of a day a violation of this Ordinance continues may be deemed a separate violation and may be punishable as such;

2. If there is indication that the building sewer is or may be leaking or may be subject to failure, the District may refer the matter to public health or environmental governmental entities for appropriate action;

3. The District may perform required testing, and repair if necessary, of the side sewer and charge the user of the cost therefor. If the amount is not paid within sixty (60) days after the billing due date, the District may place the amount due or owing, plus interest, on the tax roll for the property for payment during the next property tax billing cycle.

## **ARTICLE IV - TERMS AND CONDITIONS FOR CONSTRUCTION OF SANITATION FACILITIES**

- SECTION 4.01 - PERMIT REQUIRED
- SECTION 4.02 - PROFILE, PLANS, AND SPECIFICATIONS REQUIRED
- SECTION 4.03 - SUBDIVISIONS
- SECTION 4.04 - OLD BUILDING SEWERS
- SECTION 4.05 - SEWER TOO LOW
- SECTION 4.06 - CONNECTION TO PUBLIC SEWER
- SECTION 4.07 - LETTER OF ACCEPTANCE OF SEWER CONSTRUCTION
- SECTION 4.08 - COMPLETION OF SEWER FACILITIES REQUIRED
- SECTION 4.09 - ABANDONMENT OF SEWER
- SECTION 4.10 - PERSONS AUTHORIZED TO PERFORM WORK
- SECTION 4.11 - COMPLIANCE WITH LOCAL REGULATIONS
- SECTION 4.12 - PROTECTION OF EXCAVATION
- SECTION 4.13 - DESIGN AND CONSTRUCTION STANDARDS
- SECTION 4.14 - PROPERTY AND RIGHTS-OF-WAY
- SECTION 4.15 - RECORD DRAWINGS
- SECTION 4.16 - IMPROVEMENT SECURITY
- SECTION 4.17 - GENERAL FINANCING
- SECTION 4.18 - WORK TO BE INSPECTED
- SECTION 4.19 - NOTIFICATION
- SECTION 4.20 - APPROVAL REQUIREMENT--CLOSED CIRCUIT TELEVISION
- SECTION 4.21 - REJECTED WORK
- SECTION 4.22 - ALL COSTS PAID BY OWNER
- SECTION 4.23 - PERMITS REQUIRED BY OTHERS
- SECTION 4.24 - LIABILITY
- SECTION 4.25 - TIME LIMITS ON PERMITS

**SECTION 4.01 - PERMIT REQUIRED:** No person shall construct, extend, or connect to any public sewer without first obtaining a written permit from the District and paying all fees, connection charges, and furnishing bonds as required herein. The provisions of this Section requiring permits shall not be construed to apply to contractors constructing sewers and appurtenances under contracts awarded and entered into by the District.

**SECTION 4.02 - PROFILE, PLANS, AND SPECIFICATIONS REQUIRED:** The application for a new service permit or a mainline extension permit for public sewer construction shall be accompanied by completed plans, profiles, and specifications; complying with all applicable ordinances, rules, and regulations of District; and prepared by a Registered Civil Engineer showing all details of the proposed work, based on an accurate survey of the ground. The application, together with the plans, profiles, and specifications, shall be examined by the General Manager, who shall within thirty (30) days approve them as filed or require them to be modified as he deems necessary for proper installation. If the profiles, plans, and specifications are sufficient and adequate, the District may issue a new service permit or mainline extension permit subject to payment of all connection charges, fees, and furnishing bonds and deposits as required by the District. The permit shall prescribe such terms and conditions as the General Manager finds necessary in the public interest.

**SECTION 4.03 - SUBDIVISIONS:** The requirements of this Ordinance shall be fully complied with, and all required fees shall be paid before any permit may be issued to install sanitation facilities which serve the subdivision in question. The final subdivision map shall provide for the dedication for District use of all public streets or public rights-of-way in which public sewers are to be constructed. Sewer easements shall be dedicated through the preparation and recordation of a separate Sewer Dedication and Easement Agreement document.

**SECTION 4.04 - OLD BUILDING SEWERS:** Old building sewers may be used in connection with new buildings only when they are found, upon examination and testing as required by the General Manager, to meet all requirements of the District. If old building sewers are deemed to be inadequate, they shall be replaced at the owner's expense.

**SECTION 4.05 - SEWER TOO LOW:** In all buildings in which any building sewer is at elevations too low to permit gravity flow to the public sewer, sanitary sewage carried by such building sewer shall be lifted by artificial means approved by the General Manager and discharged to the public sewer at the expense of the owner.

**SECTION 4.06 - CONNECTION TO PUBLIC SEWER:** The connection of the sewer lateral into the public sewer shall be made in accordance with Agency *Design and Construction Standards for Sanitation Facilities* at the permittee's expense. The connection shall be made in the presence of an Agency Inspector and under his/her supervision and direction. Any damage to the District sewer shall be repaired in conformance with Agency *Design and Construction Standards for Sanitation Facilities* at the cost of the permittee.

**SECTION 4.07 - LETTER OF ACCEPTANCE OF SEWER CONSTRUCTION:** The General Manager shall issue a letter of acceptance to the engineer of work for said lateral and/or mainline sewer construction after the General Manager has ascertained from inspection thereof that said lateral and/or mainline sewers were constructed according to the permit's terms and conditions of the new service permit, mainline extension permit, or other agreement. Upon acceptance of the work by the District, a guarantee period of one year shall be in effect. During the one year guarantee period, the District may perform an inspection of any portion of the said sanitation facilities which have been installed pursuant to said permit(s). Any discrepancies of permit terms and conditions discovered within the guarantee period, after acceptance of the work by the District, shall be corrected and/or replaced by the applicant or successor interest at no expense to the District, including, but not limited to, the cost of such maintenance; the cost of any replacement, repair, or reinstallation of any such sewer lines, fittings, or facilities. In the event the applicant or successor interest does not act promptly and to the satisfaction of the District, the District reserves the right to make such repairs, replacements, and reinstallations at the expense of the applicant or his successor interest, and the applicant or his successor in interest shall pay such cost to the District on demand. Such guarantee period may be extended upon disclosure of a defect until one (1) year after correction of the defect.

**SECTION 4.08 - COMPLETION OF SEWER FACILITIES REQUIRED:** Prior to transfer of ownership of any sewer facilities to the District and prior to granting permission to allow any sewage to discharge into the system, the sewer facilities shall be tested, be complete, and in full compliance with all requirements of the Agency *Design and Construction Standards for Sanitation Facilities*. Any approved special specifications or conditions or separate agreements applicable to the work shall be to the satisfaction of the General Manager. If the work of

constructing public sewerage facilities is not satisfactorily completed within the time limit specified in the permit, the District may extend said time limit, or may complete the work and take appropriate steps to enforce the provisions of the improvement security furnished by the permittee pursuant to Section 4.16 of this Ordinance.

**SECTION 4.09 - ABANDONMENT OF SEWER:** Where a sewer lateral is to be abandoned because of City(s), County, or District regulations, or because of building demolition or destruction, a permit shall be obtained from the District and the lateral shall be capped or plugged in accordance with District requirements.

**SECTION 4.10 - PERSONS AUTHORIZED TO PERFORM WORK:** Only properly licensed contractors shall be authorized to perform the work of public sewer construction within the District jurisdiction. All terms and conditions of the permit issued by the District to the applicant shall be binding on the contractor. The requirements of this Article or Ordinance shall apply to sewer laterals installed concurrently with public sewer construction.

**SECTION 4.11 - COMPLIANCE WITH LOCAL REGULATIONS:** Any person constructing a sewer within a street shall comply with all State, County, or City(s) laws, ordinances, rules, and regulations pertaining to the cutting of pavement, opening, barricading, lighting and protection of trenches, backfilling and repaving thereof, and shall obtain all permits and pay all fees required by the department having jurisdiction prior to the issuance of a permit by the District.

**SECTION 4.12 - PROTECTION OF EXCAVATION:** The applicant or his contractor shall maintain such barriers, lights, signs, and such other safety facilities as are required by State, City(s), County, and local requirements necessary to give warning to the public at all times that a sewer is under construction and of each dangerous condition to be encountered as a result thereof. Trench shoring shall conform to all applicable requirements of the latest revision of Article 6 of the Construction Safety Orders issued by the Division of Industrial Safety, State of California. He shall also likewise protect the public in the use of the sidewalk against any such conditions in connection with the construction of the sewer. Streets, sidewalks, parkways, and other property disturbed in the course of the work shall be reinstalled in a manner satisfactory to the District, City(s), County, or any other person having jurisdiction thereover. Compliance with such safety provisions shall be the sole responsibility of the permittee and shall not be construed to be the responsibility of the District.

**SECTION 4.13 - DESIGN AND CONSTRUCTION STANDARDS:** Minimum standards for the design and construction of sewers and other sanitation facilities within the District's jurisdiction shall be in accordance with the most recent approved resolution, "Design and Construction Standards for Sanitation Facilities" heretofore or hereafter adopted by the District. Copies are on file in the District office. The General Manager may authorize modifications and/or require higher standards where conditions exist to justify such action. The connection shall be made in the presence of a District Inspector under his/her supervision and direction. Any damage to the District sewer shall be repaired in conformance with Agency Design and Construction Standards for Sanitation Facilities at the cost of the permittee.

**SECTION 4.14 - PROPERTY AND RIGHTS-OF-WAY:** No sewer mainlines or other facilities shall be installed until all required right-of-way and fee title of real property required for

installation, operation, and maintenance of the facilities have been furnished by the applicant for approval by the General Manager.

**SECTION 4.15 - RECORD DRAWINGS:** "Record drawings" showing the actual location of all mains, structures, wyes, laterals, cleanouts, pump stations, and other sanitation facilities shall be filed with the District before final acceptance of the work.

**SECTION 4.16 - IMPROVEMENT SECURITY:** Prior to issuance of a permit for public sewer construction, the applicant shall furnish to the District a faithful performance bond, cash, or other improvement security acceptable to the District, in the amount of the total estimated cost of the work as determined by the General Manager. Such faithful performance bond, cash deposit, or other improvement security shall be conditioned upon the performance of the terms and conditions of the permit and, unless more stringent requirements are otherwise specified by the District, shall guarantee the correction of faulty workmanship and replacement of defective materials for a period of one (1) year from and after the date of acceptance of the work by the District. The applicant shall also furnish to the District a labor and material bond, or other security acceptable to the District, in the amount of the total estimated cost of the work.

**SECTION 4.17 - GENERAL FINANCING:** Except as hereinafter provided in Section 3.28, the extension of the public sanitation facilities to serve any parcel or tract of land shall be accomplished by and at the expense of the owner, although the District reserves the right to perform the work itself and bill the owner for the cost thereof, or to perform the work pursuant to special assessment proceedings. The size of all sewer mains and other sanitation facilities shall be in accordance with the requirements of the District.

**SECTION 4.18 - WORK TO BE INSPECTED:** All sewer construction work shall be inspected by the District to insure compliance with all requirements of the District. No sewer shall be connected to the District's public sewer system until the work covered by the permit has been completed, inspected, and approved by the District.

**SECTION 4.19 - NOTIFICATION:** It shall be the duty of the person performing the work authorized by permit to notify the District in writing that said work is ready for inspection. Such notification shall be given not less than two (2) working days prior to request for work to be inspected. It shall be the duty of the person performing the work to ensure that the work will meet or exceed District test requirements prior to making the above notification.

**SECTION 4.20 - APPROVAL REQUIREMENT--CLOSED CIRCUIT TELEVISION:** Prior to the District's acceptance of construction work as being completed, pursuant to this Ordinance, the permittee shall prepare a closed circuit television inspection of all main, lateral, and building sewers for which permit(s) were issued in accordance with the most current revision of the Sonoma County Water Agency's Design and Construction Standards for Sanitation Facilities.

**SECTION 4.21 - REJECTED WORK:** When any work has been inspected and rejected, a certification of satisfactory completion will not be given. However, a written notice shall be given instructing the owner of the premises, or the agent for such owner, to repair the sewer or other work as authorized by the permit in accordance with this Ordinance or any other rules and regulations of the District.

**SECTION 4.22 - ALL COSTS PAID BY OWNER:** All costs and expenses associated with the installation, connection, and inspections performed by the District for sewer or other work for which a permit has been issued, shall be borne by the owner. The owner shall indemnify the District from any loss or damage that may be directly or indirectly occasioned by the work.

**SECTION 4.23 - PERMITS REQUIRED BY OTHERS:** Separate permit(s) must be obtained from the City(s) and/or County or any other person having jurisdiction thereupon by the owners or contractors intending to excavate in a public street for the purpose of installing sewers or making sewer connections.

**SECTION 4.24 - LIABILITY:** The District and its officers, agents, and employees shall not be responsible for any liability, injury, or death to any person, or damage to any property arising during or growing out of the performance of any work by any such applicant. The applicant shall be responsible for, and shall release and hold the District and its officers, agents, and employees harmless from, any liability imposed by law upon the District or its officers, agents, or employees, including all costs, expenses, fees, and interest incurred in defending same or in seeking to enforce this provision. Applicant shall be solely liable for any defects in the performance of his work or any failure which may develop therein.

**SECTION 4.25 - TIME LIMITS ON PERMITS:** Unless an extension of time is granted by the District, if work under a permit is not commenced and completed within the time specified in the permit, the permit shall become void and no further work shall be done until a new permit shall have been secured. Whenever a permit(s) for a new sewer lateral or a mainline extension expires, an additional fee may be paid pursuant to Article V of this Ordinance or subsequent ordinance establishing fees for extensions of time. All requests for extension of time must be made within forty-five (45) days after the expiration date of said permit or applicant must apply for a new permit(s).

## ARTICLE V - FEES AND CHARGES FOR SEWER SERVICE

SECTION 5.01 - CHARGES FOR PERMIT OF NEW SEWER LATERAL CONNECTIONS

SECTION 5.02 - ANNEXATION CHARGES

SECTION 5.03 - CONNECTION FEES

SECTION 5.04 - PARTIAL PAYMENT--SUBDIVISIONS

SECTION 5.05 - ALTERATION OF USE

SECTION 5.06 - CREDIT FOR ADVANCED PAYMENTS

SECTION 5.07 - RENEWAL OR EXTENSION OF PERMIT

SECTION 5.08 - DEVELOPMENT REVIEW SERVICE FEE

SECTION 5.09 - OVERTIME SERVICES

### **SECTION 5.01 - CHARGES FOR PERMIT OF NEW SEWER LATERAL CONNECTIONS:**

Upon approval of a new sewer lateral connection application and payment for the development review service charge and connection fees, as set forth by separate ordinance for the District, the District will issue a permit to the applicant. All deposits made for such charges and fees shall be credited to the parcel of land to be served, shall run with said parcel of land, and are refundable only to the owner of record of said parcel or his/her designee.

### **SECTION 5.02 - ANNEXATION CHARGES:**

The owner(s) of lands within the areas proposed to be annexed to the District shall deposit with the District a sum to be fixed by fee as established by ordinance for the District. In cases where no fee has been established, a fee will be set by the General Manager prior to the commencement of proceedings by the District Board on the proposed annexation. The amount to be fixed by the General Manager shall be in a sum estimated to equal the engineering, legal, and publication costs; environmental review fees; filing fees of the Sonoma County Local Agency Formation Commission; recording fees; State Board of Equalization filing fees; and all other fees and charges which may be incurred by the District in preparing and examining maps, legal descriptions, and other documents in relation thereto; and other expenses regularly incurred in connection therewith. In the event the deposit exceeds the costs incurred by the District, the excess shall be refunded to the owner(s) following the conclusion of the annexation process. Should the amount of the deposit be insufficient, the owner(s) shall pay such additional sums necessary to cover said costs prior to final District action on the proposed annexation.

### **SECTION 5.03 - CONNECTION FEES:**

Payment of said connection fee shall be made prior to the issuance of a connection permit and shall be in addition to all other fees and charges required to be paid under District rules and regulations. Connection fees will be based on the number of Equivalent Single-Family Dwelling Units (ESDs) for residential users, commercial and industrial users, and other types of users. Actual connection fees for the District are set forth by separate ordinances that establish said fees.

### **SECTION 5.04 - PARTIAL PAYMENT--SUBDIVISIONS:**

Subdivisions involving a type of development such that the number of equivalent single family dwelling units to be connected cannot be accurately determined at the time of subdivision, shall make a partial prepayment of connection charges based on one (1) equivalent single family dwelling unit for each subdivision lot.

**SECTION 5.05 - ALTERATION OF USE:** The connection fees are established and applicable for the proposed use of the building at the time said permit is issued. In the event that modification of the building or said sewer facilities occur for which a connection fee was originally established, additional fees will be assessed for the added equivalent single family dwelling units as herein defined at the connection fee rate in effect at the time such alterations or additions are made.

**SECTION 5.06 - CREDIT FOR ADVANCED PAYMENTS:** Whenever the connection fees established, as set forth by separate ordinance, have been advanced or prepaid; or whenever any area or connection fees have been advanced or prepaid pursuant to regulations of the District which were previously in effect; persons obtaining permits for new connections shall be entitled to a credit against the connection fees. Such credit shall be applicable in those instances where the payments have been made to the District and where the actual connections to the sewer facilities of the District have not yet been made as of the effective date of the separate ordinances establishing the connection fees. The credit shall be computed on the same basis and rate as that used at the time of collection, but in no case shall the amount of such credit exceed the amount of connection fees required to be paid under ordinances establishing the connection fees.

**SECTION 5.07 - RENEWAL OR EXTENSION OF PERMIT:** Whenever a permit for sewer installation expires, an additional fee to cover processing fees shall be paid for the issuance of a new permit for said installation. The renewed permit shall conform with any new or revised requirements. In the event that an extension of time is granted to complete work under a District mainline extension permit, an additional fee shall be paid for the renewal or extension of said permit.

**SECTION 5.08 - DEVELOPMENT REVIEW SERVICE FEE:** A development review service fee shall be charged when applying for and obtaining a sewer lateral permit or a mainline extension permit as set forth by separate ordinance. This fee is for services rendered for reviewing and approving applicants plans and specifications and issuing permit(s) for sanitation works, and services for inspecting the construction of trunk and collector sewers, sewer laterals, manholes, and other facilities.

**SECTION 5.09 - OVERTIME SERVICES:** Requests for review or inspection services provided during non working hours by the District shall be made in writing at least two (2) working days prior to said work. The applicant shall pay an additional fee as set forth by separate ordinance.

## ARTICLE VI - SOURCE CONTROL PROGRAM

- SECTION 6.01 - OBJECTIVE
- SECTION 6.02 - WASTEWATER DISCHARGE
- SECTION 6.03 - GENERAL DISCHARGE PROHIBITION
- SECTION 6.04 - PROHIBITED EFFECTS
- SECTION 6.05 - PROHIBITED SUBSTANCES OR CHARACTERISTICS
- SECTION 6.06 - PROHIBITED DISCHARGE LOCATION
- SECTION 6.07 - NATIONAL CATEGORICAL PRETREATMENT STANDARDS
- SECTION 6.08 - MODIFICATION OF CATEGORICAL PRETREATMENT STANDARDS
- SECTION 6.09 - STATE AND FEDERAL REQUIREMENTS AND STANDARDS
- SECTION 6.10 - SPECIFIC POLLUTANT LIMITATIONS
- SECTION 6.11 - DISTRICT'S RIGHT OF REVISION
- SECTION 6.12 - EXCESSIVE DISCHARGE
- SECTION 6.13 - PREVENTATIVE REQUIREMENTS - ACCIDENTAL SPILL OR SLUG DISCHARGE
- SECTION 6.14 - HAZARDOUS WASTE DISCHARGE
- SECTION 6.15 - RESPONSIBILITY OF USERS
- SECTION 6.16 - USER CLASSIFICATIONS
- SECTION 6.17 - SWIMMING POOLS AND SPAS
- SECTION 6.18 - ACCEPTANCE OF WASTEWATER FROM CLEANUP PROJECTS
- SECTION 6.19 - WASTEWATER DISCHARGE PERMIT APPLICATION
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- SECTION 6.25 - WASTEWATER DISCHARGE PERMIT MODIFICATIONS
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- SECTION 6.28 - REPORTING REQUIREMENTS - NOTIFICATION OF SLUG LOAD OR ACCIDENTAL SPILL
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- SECTION 6.33 - MONITORING REQUIREMENTS
- SECTION 6.34 - SAMPLING PROCEDURES
- SECTION 6.35 - ANALYTICAL PROCEDURES
- SECTION 6.36 - SAMPLING RECORDS
- SECTION 6.37 - MONITORING/SAMPLING FACILITIES
- SECTION 6.38 - SIGNATORY REQUIREMENTS
- SECTION 6.39 - RIGHT OF ENTRY
- SECTION 6.40 - PRETREATMENT FACILITIES
- SECTION 6.41 - PUBLICATION OF USERS IN SIGNIFICANT NONCOMPLIANCE
- SECTION 6.42 - RECORDS RETENTION
- SECTION 6.43 - CONFIDENTIAL INFORMATION

**SECTION 6.01 - OBJECTIVE:** It is the objective of the District to regulate the quantity and quality of those discharges entering the District's sanitation system(s) which may adversely affect the collection, transmission, treatment, discharge, reuse, discharge requirements, or environmental conditions, and to provide adequate treatment of the wastewater to meet local, state and federal requirements.

The District's treatment plant(s) and disposal facilities are designed to treat and dispose of domestic wastes. The District reserves the right to refuse to accept any wastes which may be harmful to the treatment and disposal system(s).

**SECTION 6.02 - WASTEWATER DISCHARGE:** Wastewater may be discharged into public sewers for collection, treatment, and disposal, provided that such wastewater discharge is in compliance with this Ordinance, wastewater permit conditions and/or permit contract, provided that the user pays all applicable District sewer fees and charges including any penalties or charges assessed under this Ordinance.

**SECTION 6.03 - GENERAL DISCHARGE PROHIBITION:** No user shall contribute, or cause to be contributed, any pollutant or wastewater which will pass through or interfere with the operation or performance of the District's facilities. This prohibition includes any type of pollutant or wastewater as set forth in the prohibition sections of this Ordinance. These general prohibitions apply to all users of the District's facilities whether or not the user is subject to national pretreatment standards or any other national, State, or District pretreatment standards or requirements.

**SECTION 6.04 - PROHIBITED EFFECTS:** A user may not discharge, or cause to be discharged, wastewater into any District facility if it contains substances or has characteristics which, either alone or by interaction with other wastewater, cause or threaten to cause:

- A. Damage to District facilities.
- B. Interference or impairment of operation or maintenance of District facilities.
- C. Obstruction of flow in District facilities.
- D. Hazard to human life.
- E. Interference with treatment plant or disposal processes, including recycling or any reclamation processes.
- F. The treatment plant's effluent or any other product of the treatment plant such as residues, sludge, ash, or scum, to be unsuitable for reclamation and reuse. In no case shall substances discharged to the District facilities cause the plant to be in noncompliance with sludge use or disposal criteria, guidelines, or regulations.
- G. The District to violate its National Pollutant Discharge Elimination System (NPDES) permit or the receiving water quality standards.

- H. Flammable or explosive conditions.
- I. A noxious or malodorous condition, a public nuisance, a hazard to life, or conditions sufficient to prevent normal entry into the sewers or other District facilities for maintenance and repair.
- J. Objectionable coloration or other condition in the quality of the District's treatment plant influent which interferes with or passes through the treatment plant.
- K. Conditions which violate any statute, rule, regulation, or ordinance of any public agency, relating to releases of hazardous wastes, hazardous substances, or other pollutants to the environment when such release is to a publicly owned sanitary sewer.
- L. Any alteration or change of the District's NPDES permits or any additional regulatory supervision, intervention, or oversight of the District's operations.
- M. Any alteration of the District treatment plant processes.
- N. Any significant alteration of District operations including, but not limited to, affecting the ability of the District to procure adequate insurance and/or subjecting the District operations to significantly increased potential liability.

**SECTION 6.05 - PROHIBITED SUBSTANCES OR CHARACTERISTICS:** A user shall not discharge, or cause to be discharged, directly or indirectly to a District facility any of the following:

- A. Any liquids, solids, or gases which by reason of their nature or quantity are, or may be, sufficient either alone or by interaction with other substances to cause fire or damage to District facilities, or to be injurious to human health and safety, or to the operation of District facilities. At no time shall a waste stream exceed a closed cup flash point of less than 140° Fahrenheit or 60° Centigrade using the test method specified in 40 CFR Part 261.21.
- B. At no time shall two (2) successive readings on a combustible gas meter, at the point of discharge into the system (or at any point in the system), be more than five percent (5%) nor any single reading over ten percent (10%) of the Lower Explosive Limit (LEL) of the meter. The meter shall be properly calibrated in accordance with the manufacturer's instructions using pentane as the calibration standard. The materials which may be prohibited if they cause explosive or fire dangers as defined herein include, but are not limited to, gasoline, kerosene, naphtha, benzene, toluene, xylene, ethers, alcohols, ketones, aldehydes, peroxides, chlorates, prechlorates, bromates, carbides, hydrides, sulfides, or any other substance which is a fire or explosion hazard.
- C. Any solid or viscous substance in amounts or concentrations which may cause or threaten to cause obstruction to the flow in a sewer or pass through of, or interference with, the operations of any District facilities such as, but not limited to, feathers, ashes, cinders, sand, spent lime, stone or marble dust, metal, glass, straw, shavings, grass clippings, rags, spent grains, spent hops, waste paper, wood, plastic, tar, asphalt residues, residues from refining or processing of fuel or lubricating oil, petroleum oil, nonbiodegradable cutting or machine

oils, products of mineral origin, mud, cement grout, glass, grinding or polishing wastes, grease, garbage with particles greater than one-half inch (½") in any dimension, animal guts or tissues, paunch manure, bones, hair, hides or fleshings, entrails, or whole blood.

- D. Any wastewater having a pH less than 5.5 or greater than 10.0, or wastewater having any other corrosive property capable of causing damage or hazard to structures, equipment, humans, or animals.
- E. Any wastewater containing hazardous pollutants in sufficient quantity, either singly or by interaction with other pollutants, to injure or interfere with any wastewater treatment process, constitute a hazard to human or animal health or safety, create an adverse effect on the waters of the State, or to exceed the limitations set forth in a national pretreatment standard.
- F. Any wastewater having a temperature which will inhibit biological activity in the treatment plant or inhibit physical recovery of a pretreatment process resulting in interference or pass through, but in no case wastewater which causes the temperature at the introduction into the treatment plant to exceed forty (40) degrees Centigrade (one hundred four (104) degrees Fahrenheit) or with a temperature at the point of discharge to the District's collection system which exceeds sixty-five (65) degrees Centigrade (one hundred fifty (150) degrees Fahrenheit).
- G. Any pollutants, including oxygen-demanding pollutants (BOD, COD, etc.), released at a flow rate and/or pollutant concentration which alone, or in combination with others, may cause interference or pass through. Regardless of whether a slug load causes or will cause interference or pass through, in no case shall a slug load have a flow rate or contain concentrations or quantities of pollutants that exceed for any time period longer than fifteen (15) minutes, more than five (5) times the average twenty-four (24) hour concentration, quantities, or flow during normal operation.
- H. Any discharge which results in toxic gases, vapors, or fumes in a quantity that may cause acute worker health and safety problems within any District facility.
- I. Any noxious or malodorous liquids, gases, or solids.
- J. Any wastewater containing any radioactive wastes or isotopes exceeding any limits set forth in CAC, Title 17, Section 30100 et seq.
- K. Any storm water, groundwater, rain water, street drainage, subsurface drainage, yard drainage, diatomaceous earth filter backwash, or swimming pool drainage. The District may require a specific permit, and may approve such discharge only when no reasonable alternative is available or such water is determined to constitute a pollution hazard if not discharged to the sewer.
- L. Any unpolluted water including, but not limited to, cooling water, process water, or blow-down from cooling towers or evaporative coolers, or any other unpolluted water. The District may require a permit, and may approve the discharge of such water only when no reasonable alternative method of disposal is available or such alternative, in the determination of the District, is unacceptable.

- M. Any septic tank waste, holding tank waste, portable toilet waste, unless a permit is issued by the District and unless such sludge or waste is transported to the District by a permitted waste hauler in accordance with the regulations set forth in Article 9 of this Ordinance. Grease waste of animal, vegetable or petroleum origin, and oil and sand interceptor or trap waste is prohibited to be hauled in or discharged to any District facility.
- N. Any waste defined as hazardous, by any definition set forth in Federal and/or State statutes or regulations, unless such waste has been delisted or decertified by the appropriate Federal or State agency, and/or a variance has been granted by the appropriate Federal or State agency, including provisions for discharge to a District facility, and said variance provisions are approved by the District.
- O. Any substance, waste, wastewater, or constituent thereof as may be specifically prohibited or prohibited by concentration levels as may be set forth in local limits adopted by resolution of the District Board and a copy of said standards having been placed on file at the District office.
- P. Any substance, waste, wastewater, or constituent thereof which may by itself, or in combination with other discharges, cause the District to violate any permit conditions related to toxicity of the effluent, or otherwise cause or contribute to the potential for toxic substances being released from District facilities into the environment in toxic amounts.

**SECTION 6.06 - PROHIBITED DISCHARGE LOCATION:** No user shall discharge any wastewater directly into a manhole, cleanout, or other opening in the District sewage system other than through sewer laterals or other sewer connections approved by the District, unless a permit has been obtained for such discharge. Manholes, cleanouts, and other openings shall be properly covered with a water-tight lid and maintained to prevent the intentional and unintentional discharge of stormwater or other wastewater into the wastewater collection system through such openings. A permit will only be issued if such direct discharge is in compliance with provisions of this Ordinance and, in the opinion of the District, no other alternative is reasonably available.

**SECTION 6.07 - NATIONAL CATEGORICAL PRETREATMENT STANDARDS:** Where required, the National Categorical Pretreatment Standards, as set forth in 40 CFR Chapter 1, Subchapter N, Parts 405-471, are hereby incorporated by this reference into this Ordinance. The General Manager shall notify all affected users of the applicable reporting requirements under Sections 6.28 and 6.29 of this Ordinance. However, if any technically-based local discharge limits imposed under this or other separate ordinances are more stringent than the National Categorical Pretreatment Standards, the more stringent standards shall apply.

**SECTION 6.08 - MODIFICATION OF CATEGORICAL PRETREATMENT STANDARDS:** Where the District's wastewater treatment system achieves consistent removal of pollutants limited by Federal Categorical Pretreatment Standards, the District may apply to the Regional Water Quality Control Board(s) for modification of specific limits in the Federal Categorical Pretreatment Standards. "Consistent removal" shall mean reduction in the amount of a pollutant or alteration of the nature of the pollutant by the wastewater treatment system to a less toxic or harmless state in the effluent which is achieved by the system ninety-five (95) percent of the samples taken when measured according to the procedures set forth in Section 403.7(c)(2) of

Title 40 of the CFR, Part 403, General Pretreatment Regulations for Existing and New Sources of Pollution, promulgated pursuant to the Clean Water Act. The District may then modify pollutant discharge limits in the Federal Pretreatment Standards if the requirements contained in 40 CFR, Part 403, Section 403.7, are fulfilled and prior approval from the Regional Water Quality Control Board is obtained.

**SECTION 6.09 - STATE AND FEDERAL REQUIREMENTS AND STANDARDS:** In the event that either state or federal requirements and standards for discharges to District facilities are more stringent than the limitations, requirements, and standards set forth in this Ordinance, the most stringent standard or requirement shall apply.

**SECTION 6.10 - SPECIFIC POLLUTANT LIMITATIONS:** No user shall discharge wastewater which exhibits any characteristic specifically prohibited by an action of the District Board, or any wastewater containing constituents in excess of any specific constituent level limitations as may be set by the District Board, to a District facility. In addition to those pollutant limitations contained in this Ordinance, specific pollutant limitations regarding waste characteristics and/or constituent limits may be adopted by resolution. Any violation of a specific pollutant limitation as may be set forth herein or in a District resolution shall subject the user to the same administrative actions, penalties, and/or enforcement actions as would be available for any other violation of this Ordinance. The term "ordinance" as used elsewhere within this Ordinance, shall be read to include the specific pollutant limitations as may be set forth by separate resolution.

**SECTION 6.11 - DISTRICT'S RIGHT OF REVISION:** The District reserves the right to establish by ordinance or resolution more stringent limitations or requirements on discharges to the wastewater disposal system if deemed necessary to comply with the objectives presented in this Ordinance.

**SECTION 6.12 - EXCESSIVE DISCHARGE (DILUTION):** No user shall ever increase the use of process water or, in any way, attempt to dilute a discharge as a partial or complete substitute for adequate treatment to achieve compliance with the limitations contained in the national pretreatment standards, or in any other pollutant-specific limitation developed by the District or State. An increase in the use of process water which is reasonably proportional to increased production and which is required for said increase in production, will not be considered an excessive discharge hereunder.

**SECTION 6.13 - PREVENTATIVE REQUIREMENTS - ACCIDENTAL SPILL OR SLUG DISCHARGE:**

- A. All users shall be prohibited from allowing accidental spills or slug discharges, as elsewhere defined herein, from entering the District's sewerage system.
- B. Each user shall provide protection, as described in the User's permit, from accidental spills or slug discharges of restricted materials or other substances regulated by this Ordinance. No user shall be permitted to introduce pollutants into the system until accidental spills or slug discharge control plans and procedures have been evaluated by the District. The ability to prevent accidental spills or slug discharges of restricted materials, as well as providing additional storage capacity to contain the entire contents of such spill or discharge, shall be provided and maintained at the user's own expense.

C. Certain users will be required to prepare Slug Discharge Prevention and Contingency Plans (SDPC) or accidental spill plans containing at a minimum the following information:

1. A description of the discharge practices including non-routine batch discharges.
2. A description of stored chemicals and secondary containment measures to eliminate discharges to the sanitary sewer system.
3. The procedures for promptly notifying the District of accidental spills or slug discharges, including any discharge that would violate a specific discharge prohibition with procedures for follow-up written notification within five (5) days.
4. If required by the District, procedures to prevent adverse impact from accidental spills including maintenance and inspection of storage areas, handling and transfer of materials, loading and unloading operations, control of plant site run-off, worker training, building or containment structures or equipment, measures for containing toxic organic pollutants (including solvents), and/or measures or equipment for emergency response.
5. If required by the District, follow-up practices to limit the damage suffered by the treatment plant or the environment.
6. Names and titles of employees responsible for overseeing and implementing said plans.
7. Written training procedures for employees who will participate in SDPC plans.

These plans shall be submitted to the District for review and approval. All users required to have SDPC and/or spill plans shall submit such a plan within three (3) months and complete implementation within six (6) months of notice regarding the requirements of such plan. Review and approval of such plans and operating procedures shall not relieve the user from the responsibility to modify the user's facility as necessary to meet the requirements of this Ordinance.

- D. In the case of a slug discharge, it is the responsibility of the user to **immediately** notify the District after the incident. The notification shall include location of the discharge, type of waste, concentration and volume, and corrective action. The user shall also provide the District with a detailed, written report of this incident within five (5) days.
- E. A notice shall be permanently posted in a conspicuous location on the user's premises advising the employees whom to call in the event of a slug discharge or accidental spill. The user shall ensure that all employees who may cause or allow such discharges to occur are advised of the emergency notification procedures.
- F. Each user who violates any of the requirements of the slug discharge and/or accidental spill program, or allows a slug discharge or spill to enter the sanitary sewer system to occur, shall be subject to the enforcement provisions of this Ordinance.

G. The employer shall post the Slug Discharge Prevention and Contingency Plan in a readily available location at the work site, such as near sinks or other points of discharge.

**SECTION 6.14 - HAZARDOUS WASTE DISCHARGE:** All industrial users shall notify the District, the EPA Regional Waste Management Division Director, and State hazardous waste authorities in writing of any discharge to the District's sanitary sewer of a substance which, if otherwise disposed of, would be a hazardous waste under 40 CFR Part 261 or as otherwise defined by State statute or regulation.

Such notification must include the name of the hazardous waste, the EPA hazardous waste number, and the type of discharge (continuous, batch, or other). If the industrial user discharges more than 100 kilograms of such waste per calendar month to the District's facilities, the notification shall also contain the following information, if known: (1) an identification of the hazardous waste constituents contained in the waste; (2) an estimation of the mass and concentration of such constituents in the waste stream discharged during that calendar month; and (3) an estimation of the mass constituents in the waste stream expected to be discharged during the following twelve (12) months.

In the case of any notification made under this Section, the industrial user shall certify that it has a program in place to reduce the volume of toxicity of hazardous waste generated to the degree it has determined to be economically practical.

Nothing contained in this Section of the Ordinance is intended to modify the prohibitions set forth in Section 6.05 (N).

**SECTION 6.15 - RESPONSIBILITY OF USERS:** It shall be the responsibility of the user and/or discharger to comply with all of the provisions of this Ordinance. The omission to act by the District and/or the failure of the District to take cognizance of the nature of the operation of the user and/or the properties of the user's wastewater shall not relieve the user of responsibility to comply with the conditions of this Ordinance including, but not limited to, such requirements regarding permitting, pretreatment, monitoring, and reporting. It shall be the responsibility of the user to make determinations as to the nature of its operation and wastewater flow and to take such actions as may be required under this Ordinance prior to any discharge of wastewater, whether or not the user has been informed by the District of the requirements which may apply to the user regarding its discharge.

All New Source, New Industrial User, New User, or users proposing to change the use of a commercial facility, shall complete a Survey for Commercial/Industrial Wastewater Discharge Requirements. . Upon review of the Survey, the District may require the industrial user to apply for an Industrial Wastewater Discharge Permit, and/or install pretreatment equipment (monitoring manholes, grease interceptors, etc.) and/or additional plumbing such as, separate process waste and sanitary waste lines. Industrial users currently connected or contributing to the District's sanitary sewer system, or who propose to connect or contribute to the District sanitary sewer system, must obtain a wastewater discharge permit. The District may waive the wastewater discharge permit requirement for industrial users contributing only domestic wastewaters (wastewaters from restrooms, drinking fountains, showers, or air conditioners used for human comfort), or industrial users that are determined by the District to have an insignificant impact on the District's facilities. This waiver shall not relieve an industrial user of the

responsibility to comply with the conditions of this Ordinance. All existing industrial users connected to or contributing to the District's sanitary sewer system and having a current wastewater discharge permit shall be required to obtain a new permit or permit contract upon the expiration of their existing permit.

In order that employees of users be informed of District requirements, users shall make available to their employees copies of this Ordinance, together with such other wastewater information and notices which may be furnished by the District from time to time directed toward more effective water pollution control.

**SECTION 6.16 - USER CLASSIFICATIONS (CATEGORIES):** The District will classify all users in accordance with the principal activity conducted on the premises where the discharge occurs. The purpose of the classification is to facilitate regulation of discharges to District facilities on the basis of each user's waste quality, quantity, flow, and District involvement. The determination by the District regarding the designation of industrial users into categories may be based on the unusual character of the wastewater due to its volume, strength, composition or its derivation from a hazardous waste or substance; or the potential variability in the character of the wastewater; or on the potential for increased administrative cost to the District due to the unusual character of the waste. The classification shall further provide a means of imposing an appropriate level of oversight, control, and enforcement according to the source of the discharge. The classification system will also allow equitable recovery of District operating and capital costs for the program.

Industrial users may be subject to wastewater discharge permit requirements depending on the volume, characteristics, and origin of their wastewater discharge. Industrial users may be required to supply such information and data concerning their processes, including discharge samples, as may be necessary for the District to determine how a user should be designated. Industrial users must, if requested, provide such other information regarding the nature of the entity, its operations, storage and use of chemicals, and storage and use of hazardous substances, as may be reasonably necessary to make such determination as to the classification of said user. The District may also require information relating to potential for accidental discharges of hazardous or prohibited substances to a District facility. Such inquiries may include information regarding the current disposal procedures of the user with regard to chemicals and/or substances which are not in the ordinary course of the user's operations discharge to a District facility. As set forth in the Definition Section of this Ordinance, there are two (2) major categories of user: to wit, domestic users and industrial users. Industrial users subcategories are as follows:

1. Significant Industrial User

- A. Class A Categorical User: A Categorical User includes all industrial users subject to Categorical Pretreatment Standards under 40 CFR 403.6 and any industry as defined in 40 CFR Chapter I, Subchapter N, 405-471. These industrial operations have wastewater discharges which contain materials that, if untreated, can pose significant risks to personnel, collection systems, and treatment plant processes. These users shall pretreat process wastestreams to meet specific toxic pollutant limits set by the EPA prior to discharge to the District's sewer systems.

- B. Class B Industrial User: Any non-domestic user of the District's wastewater disposal system who (1) has a discharge flow of twenty-five thousand (25,000) gallons or more per average work day, or (2) contributes process wastewater which makes up 5% or more of the District's treatment plant's average dry weather hydraulic or organic capacity; or (3) has in its wastes hazardous pollutants, or (4) has in its untreated wastewater pollutants which are in excess of any pretreatment standard or requirement, including any standard identified in this Ordinance or local limits set by resolution of the District's Board, or (5) may, in the opinion of the District, have a reasonable potential for adversely impacting, either singularly or in combination with other contributing industries, the District's treatment plant or the ability of the District to meet the objectives of this Ordinance or for violating any pretreatment standard or requirement.

This classification includes Zero Discharge Users which would be classified as Categorical Users if they discharged their process wastewater to the sanitary sewer, but which have elected to off-haul and/or recycle all process discharges. Zero Discharge Users shall have no discharge to the sanitary sewer other than domestic wastewater.

- C. Class C Industrial User: Any non-domestic user which may, in the opinion of the District, have an impact on the District's ability to meet the objectives of this Ordinance. This impact may be of a lesser degree than for a Class B Industrial User due to the volume, characteristics, or the nature of the process producing the waste. Any non-domestic user which generates hazardous waste, whether or not said waste is, in the normal course of the industrial process, discharged into the sanitary sewer system, may be considered a Class C Industrial User. This classification applies to, but is not limited to, those industrial users who are not designated as Class A or Class B users and who are required to have a County Hazardous Waste Facility License. This Class C Industrial User category shall also include industrial users who store or use hazardous materials, whether or not a hazardous waste is produced in the industrial or commercial process if, in the determination of the District, a potential exists for these wastes to be discharged into the District's facilities. This classification also applies to those industrial users not designated as Class A or Class B Industrial Users which are required by statute or County regulations to have a Hazardous Materials Response Plan and Inventory. A Class C Industrial User shall also include all varieties of non-domestic users for which the General Pretreatment Regulations promulgated by the EPA under a 40 CFR 403.8(f)(2)(iii) may require the District to provide an Industrial User (IU) Notification regarding the applicability of RCRA requirements.

Class C Industrial Users may be individually designated by the District based on the criteria set forth above or on categorization of the User as a member of a particular business category. Examples of business categories which may be included in the Class C Industrial User designation are: analytical and clinical laboratories, dry cleaners and laundries, vehicle maintenance and repair facilities, printing and allied industries, photo processors and pesticide formulators and applicators.

This classification may also include the Zero Discharge User which, in the opinion of the District, meets the definition of an SIU-Class B User but has no process discharge to the sanitary sewer. Industrial Users in this classification require less oversight by the District than SIU-Class B Users.

All SIUs should be inspected at least annually by the Agency's Industrial Waste Inspector. Monitoring and sampling requirements for SIUs shall be as set forth in Article 6.

2. Commercial User: Any non-residential user which is not included within the definitions and parameters of an SIU shall be considered a Commercial User. Users in this classification generate no process wastewater and discharge only domestic wastewater to the sanitary sewer system.
3. Special Discharge/Groundwater Remediation User: Users in this classification discharge wastewater to the sanitary sewer system generated by the following: operations associated with remediation of soil and/or groundwater contaminated by leaking underground storage tanks; construction site dewatering; or other industrial operations in which there is no other acceptable or reasonable alternative for disposal. If pretreatment of the wastewater by the IU is required in order to bring the discharge into compliance with the District's specific pollutant limitations, such pretreatment will be specified in the (temporary) permit issued by the District pursuant to Section 6.18.
4. Waste Haulers: Users in this classification shall apply for and receive a Waste Hauler Discharge Permit pursuant to Article IX of the Sanitation Code prior to discharging any wastewater to the District's facilities. Wastewater discharged to the District's facilities by permitted Waste Haulers is limited to the following: domestic septage; and special batch loads of wastewater that have been sampled and analyzed in accordance with the District's requirements and have been approved by the District's Environmental Compliance Inspector or Water Agency Coordinator – Environmental Services.

All users are subject to the prohibitions set forth in this Ordinance, with such Federal and State statutes and regulations as may apply, and the specific pollutant limitations as may be promulgated by the District Board either by ordinance or resolution.

Domestic users under normal circumstances will not be required to apply for or receive a wastewater discharge permit as defined in this Ordinance, providing that said domestic user discharges only that wastewater which is consistent with the definition of domestic wastewater set forth herein.

**SECTION 6.17 - SWIMMING POOLS AND SPAS:** It shall be unlawful for any person to discharge the contents of a swimming pool or a spa into a sanitary sewer except in the manner specified herein. The size of pipe carrying discharge water shall not be larger than one inch and shall not be under a head to exceed twenty (20) feet. If the water is discharged by pumping, the rate of flow shall not exceed one hundred (100) gallons per minute. Each swimming pool or spa discharging to a sanitary sewer shall be equipped with an approved separator to capture filtering agents and an approved air gap to preclude any possibility of a backflow of sewage into the swimming pool or spa piping system. Connections shall only be allowed per Section 6.05(k).

**SECTION 6.18 - ACCEPTANCE OF WASTEWATER FROM REMEDIATION PROJECTS:** Wastewater generated from the cleanup of spills, leaking underground storage tanks, contaminated soil or groundwater, monitoring wells, or other similar sources shall not be discharged through direct or indirect connection to the District's sewer system unless a

temporary or wastewater discharge permit as defined in Section 6.16, User Classifications, is issued by the District. The District will approve the discharge of such wastewater and issue such a permit only when, in its judgment, no reasonable alternative method of disposal is available and District's facilities will not be significantly affected.

Whenever the discharge of such wastewater is proposed, the applicant shall submit an analysis of the nature of the proposed discharge and alternative methods of disposal available, together with justification indicating that there is no reasonable alternative to discharge to the sewer system. Such analysis shall deal with environmental and liability factors, as well as financial impacts.

The applicant's analysis of alternative methods of disposal, and the above-described comprehensive report (if required), shall be submitted to the District's Environment Services Inspector or Water Agency Coordinator – Environmental Services for a decision on whether or not a temporary discharge permit will be issued.

If a temporary discharge permit is granted for the discharge of such wastewater, the user shall pay such fees and charges and meet such special conditions and requirements as determined by the District to specifically apply for that particular discharge. Such temporary discharge permit shall be classified into one of the categories as defined in Section 6.16.

**SECTION 6.19 - WASTEWATER DISCHARGE PERMIT APPLICATION:** Users required, or who may be required, to obtain a wastewater discharge permit shall complete and file with the District an application in the form prescribed by the District. A new industrial permit fee may be assessed at the time of the application. Existing users (except those with current permits) shall apply for a wastewater discharge permit within one-hundred eighty (180) days following the effective date of this Ordinance, and new users shall apply at least thirty (30) days prior to connecting to or contributing to the District's facilities. In support of the application, the user may be required to submit, in units and terms appropriate for evaluation, some or all of the following information but will in all cases be required to submit items Q and R.

- A. Name and address of the operator or owner, and location of the facility for which the permit application is being made.
- B. SIC number(s) according to the Standard Industrial Classification Manual, Bureau of the Budget, 1972, as amended, for all operations conducted at the facility.
- C. A list of all environmental control permits and hazardous substance release response (spill) plans that are held by or for the facility.
- D. Time(s) and duration of all process discharges. Include the quantity, rate, and times of occurrence of any batch discharges.
- E. Daily maximum, daily average, and monthly average wastewater flow rates, including daily, monthly, and seasonal variations, if any. Flow rates shall be provided for each regulated process stream.

- F. Site plans, floor plans, mechanical plans, and plumbing plans, and details to show all sewers, sewer connections, and appurtenances by the size, location, and elevation.
- G. Description of activities, facilities, and plant processes on the premises including all materials which are, or could be, discharged, provided such chemicals are present in quantities sufficient to cause harm to the operations of the District or to the environment if released. Description of materials, including brand names and their physical or chemical properties. Description of any and all existing or proposed wastewater pretreatment facilities. Construction drawings and design criteria shall also be submitted.
- H. A schematic flow diagram of each major process activity described in Part G.
- I. The nature and concentration of any pollutants in the discharge which are limited by a District or State pretreatment standard or requirement or by a national pretreatment standard, or which are otherwise requested by the District. Pollutant data shall be provided for each regulated process stream. In the case of an existing user, a statement regarding whether or not the pretreatment standards and requirements are being met on a consistent basis and if not, whether additional operation and maintenance and/or additional pretreatment is required for the user to meet applicable pretreatment standards and requirements.
- J. The nature and concentration of any pollutants in the discharge which are limited by State or Federal standards concerning the release or discharge of any hazardous substance or waste.
- K. If additional pretreatment housekeeping, process changes, and/or operations will be required to meet the pretreatment standards and requirements. The user shall develop the shortest schedule by which the user will provide such additional pretreatment. The completion date in this schedule shall not be later than the compliance date established by EPA, the State, or the District for the applicable standard.

The following conditions shall apply to this schedule:

- 1. The schedule shall contain increments of progress in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the user to meet the applicable standards (e.g., hiring an engineer, completing preliminary plans, completing final plans, executing contract for major components, commencing construction, completing construction, etc.).
- 2. Not later than fourteen (14) days following each date in the schedule and the final date for compliance, the user shall submit a progress report to the General Manager including, as a minimum, whether or not the user complied with the increment of progress to be met on such date and, if not, the date on which the user expects to comply with the increment of progress, the reason for delay, and the steps being taken by the user to return the construction to the schedule established.
- L. Each product produced by type, amount, process or processes, and rate of production for the present calendar year.

- M. Type and amount of raw materials processed (average and maximum per day), provided such raw materials are present in quantities sufficient to cause harm to the operations of the District or to the environment if released.
- N. Number, type, and volume/amount of hazardous substances stored on the premises and a description of the variety of the method of storage and/or the containment device for such substances, provided such substances are presenting quantities sufficient to cause harm to the operations of the District or to the environment if released.
- O. A description of the spill protection and emergency response procedures used or proposed to be used at the facility.
- P. Number and classification of employees, hours of operation of plant, and proposed or actual hours of operation of pretreatment system.
- Q. A signed statement of the authorized representative of the industrial user applicant that the information presented in the permit application is true and accurate to the best of the authorized representative's knowledge, and that the applicant is, or upon connection will be, in compliance with applicable pretreatment standards and requirements on a consistent basis and if not, whether additional operation and maintenance (O & M) and/or additional pretreatment is required for the applicant to meet such standards and requirements.
- R. A signed certification of a qualified professional that the applicant is or upon connection will be in compliance with applicable pretreatment standards and requirements on a consistent basis and if not, whether additional O & M and/or pretreatment is required for the applicant to meet such standards and/or requirements.
- S. Any other information as may be deemed by the District to be necessary to evaluate the permit application.

**SECTION 6.20 - WASTEWATER PERMIT APPLICATION EVALUATION:** All new industrial users shall arrange for a District representative to conduct a walk-through site inspection of the user's facilities during the one hundred eighty (180) day period prior to connecting or contributing waste or wastewater to the District's facilities. New industrial users shall submit to the District, within one-hundred eighty (180) days after commencement of discharge to the District's facilities, an analysis of said discharge delineating wastewater constituents and characteristics including, but not limited to, those mentioned in Section 6.05 of this Ordinance.

**SECTION 6.21 - PERMIT TO DISCHARGE REQUIRED:** Any significant industrial user proposing to begin or recommence discharging industrial wastewater into the District facility must obtain a wastewater discharge permit prior to discharging. A wastewater discharge permit application must be filed with the District at least forty-five (45) days prior to the date upon which any discharge will begin.

**SECTION 6.22 - WASTEWATER DISCHARGE PERMIT CONDITIONS:** Permits may contain provisions, requirements, and standards appropriate to carry out the objectives of this Ordinance, including but not limited to, the following:

- A. The unit charge or schedule of user charges and fees for the wastewater to be discharged to the District's facilities.
- B. Limits on the average and maximum wastewater constituents and characteristics. These limits may be based on pollutant concentration and/or mass and may include prohibitions on discharge of said pollutants.
- C. Limits on average and maximum rate and time of discharge or requirements for flow regulation and/or equalization.
- D. Requirements for installation and maintenance of sampling and flow metering facilities.
- E. Requirements for monitoring programs which may include flow metering, sampling locations, methods of sampling, frequency of sampling, number, types, and standards for tests and reporting schedule.
- F. Compliance schedules.
- G. Requirements for submission of technical reports or periodic compliance reports.
- H. Requirements for maintaining and retaining plant records relating to wastewater discharge, hazardous waste manifests, maintenance and cleaning logs, MSDS, chemical inventories, and any others as specified by the District.
- I. Requirements for notification of the District of any new introduction of pollutants, or any change in plant processes, or in the volume or character of the wastewater constituents being introduced into District facilities.
- J. Requirements for notification of slug or accidental discharges, including discharge limit violations, or upset of the pretreatment facility.
- K. Requirements for providing the District with design and construction plans and specifications of the wastewater pretreatment facility, whether proposed or in existence.
- L. Requirements for providing the District with plans and specifications of the discharger's industrial or commercial operation and/or processes, including such other information as the District may reasonably request that pertains to the industrial user's operation.
- M. Requirements for notification of any planned alteration of the proposed or existing wastewater pretreatment system.
- N. Requirements for the notification of the District of planned alterations of the operations processes of the industrial user which could result in an alteration of the users process discharge or the potential for an accidental spill or slug discharge.
- O. Requirements prohibiting bypass of the wastewater pretreatment facility, unless bypass is essential for maintenance, or unavoidable to prevent loss of life, injury, or severe property damage.

- P. Requirement that the discharger notify the District prior to any proposed bypass other than due to accident or emergency.
- Q. Requirements to have emergency spill plans on file with the District.
- R. Requirements to certify that the industrial user has not discharged hazardous substances without a permit through a District facility, which substances have been stored or used in the user's process and which the user contends will not, in the ordinary course of the user's operation, enter the sewer system.
- S. Requirements for re-sampling following a discharge violation, the submittal of reports explaining the cause of the violation, and the steps that have been or will be taken to prevent a reoccurrence of the violation.
- T. Requirements for providing access to District personnel at all reasonable times to conduct sampling and/or inspection of any and all processes which can contribute to the waste stream, including the actual wastewater discharge.
- U. Requirements for providing the District with operation and maintenance records and cleaning logs for the wastewater pretreatment facility, including periodic updates, as appropriate.
- V. The prohibition of dilution as partial or complete substitute for adequate pre-treatment to achieve compliance with permit conditions.
- W. Signatory requirements specifying the responsible corporate officer for the industrial user.
- X. Other conditions as deemed appropriate by the District to ensure compliance with this Ordinance and any other agency having jurisdiction including, but not limited to, Environmental Health, Regional Water Quality Control Board, Air Quality, Water Resources Control Board, or Fire Department.
- Y. Technical provisions or requirements related to the wastewater pretreatment facility which, in the opinion of the District, may be necessary to insure the adequacy and reliability of the wastewater pretreatment system. These technical conditions may include conditions requiring continuous monitoring, training personnel, alarm systems, automated shutoff, flow through monitoring, and/or provisions for discharges in batch amounts only subsequent to sample testing.

**SECTION 6.23 - WASTEWATER DISCHARGE PERMIT DURATION:** Permits shall be issued for a specified time period, not to exceed three (3) years. A permit may be issued for a period less than a year or may be stated to expire on a specific date. The user shall apply for permit reissuance a minimum of ninety (90) days prior to the expiration of the user's existing permit. The terms and conditions of the permit may be subject to modification by the District during the term of the permit as limitations or requirements as identified in Section 6.2 are modified or other just cause exists. The user shall be informed of any proposed changes in his permit at least thirty (30) days prior to the effective date of change. Any changes or new conditions in the permit shall include a reasonable time schedule for compliance.

**SECTION 6.24 - WASTEWATER DISCHARGE PERMIT CONTRACT:** The District shall require certain Industrial Users as determined by the District to enter into a wastewater discharge permit contract for connecting to or contributing wastewater to District facilities. The wastewater discharge permit contract shall incorporate the provisions of this Ordinance by reference including all requirements and standards as may be set forth herein or promulgated by the District Board by resolution. The wastewater discharge permit contract may contain all of the permit provisions set forth in Section 6.22. In addition, the permit contract may contain additional provisions including, but not limited to, the following:

- A. Provisions for liquidated damages for discharges in violation of the discharge prohibitions and limitations of this Ordinance and/or of such special prohibitions or limitations as may be set forth in the permit contract. These liquidated damages provisions may be proposed without regard to proof of pass through, damage to the environment, or interference with District facilities or operations and may be assessed on a strict liability basis for violation of the noted provisions.
- B. Requirements for providing proof of insurance, indemnification of the District, and bonding in order to adequately protect the District, in its judgment, from the potential of the increased exposure to liability due to the user's discharge.
- C. Provisions for termination of the permit contract and wastewater sewer service for violation of this Ordinance or other wastewater permit contract conditions.
- D. Any and all other conditions as may be deemed appropriate by the District to ensure compliance with all provisions of this Ordinance and the objectives set forth herein.

**SECTION 6.25 - WASTEWATER DISCHARGE PERMIT MODIFICATIONS:** Upon renewal or when a new National Categorical Pretreatment Standard or any other applicable regulation is promulgated, the wastewater discharge permit or permit contract of users subject to such standard shall be revised to require compliance with such standard within the time for compliance prescribed by such standard or within ninety (90) days, whichever is shorter. However, when the time for compliance prescribed by such standard is longer than ninety (90) days, the users subject to such standard may apply to the General Manager or his designee for an extended time for compliance in a wastewater discharge permit or permit contract. The General Manager or his designee may grant such an extension up to the time for compliance set forth in the National Categorical Pretreatment Standards. Where a user, subject to a National Pretreatment Standard, has not previously submitted an application for a wastewater discharge permit as required by Section 6.19 and/or 6.21 of this Ordinance, the user shall apply for a wastewater discharge permit within one hundred eighty (180) days after the promulgation of the applicable National Pretreatment Standard. In addition, the user with an existing wastewater discharge permit or permit contract shall submit to the General Manager, within one hundred eighty (180) days after the promulgation of an applicable Federal Pretreatment Standard, the information required by Section 6.19.

In the event the District determines that it is necessary, in order to comply with the objectives of the Ordinance, to impose more stringent limitations or requirements on discharges to the wastewater disposal system than are set forth in an existing permit (for reasons other than

issuance of a new National Pretreatment Standard), the District shall have the right to require such reasonable modifications of an existing permit to incorporate more stringent limitations or requirements. In the event such permit modification is required, the user shall be provided with reasonable time to make such modifications to its processes or procedures as may be required to meet the more stringent limitations and requirements. After consultations with the user, a Compliance Schedule Agreement shall be issued which would set forth a reasonable schedule for the user to comply with the more stringent standards. If the permit modification will require construction or acquisition of equipment related to pretreatment, the Compliance Schedule Agreement will provide for up to one hundred eighty (180) days to comply; however, this period may be extended for a period not to exceed an additional one hundred eighty (180) days upon determination by the General Manager that good cause exists for an additional period. To the extent that the user remains in compliance with the permit conditions in effect prior to amendment during the compliance period, the user shall not be liable pursuant to the terms of this Ordinance for noncompliance with the more stringent standards or requirements during the period of the Compliance Schedule Agreement provided that the user is also complying with the terms of said Compliance Schedule Agreement.

**SECTION 6.26 - WASTEWATER DISCHARGE PERMIT AND CONTRACT TRANSFER:**

Wastewater discharge permits and wastewater discharge permit contracts are issued to a specific user for a specific operation. A wastewater discharge permit shall not be reassigned or transferred or sold to a new owner, new user, different premises, or a new or changed operation. However, nothing in this Section shall be construed to prevent the application of the terms and conditions of this Ordinance, including enforcement penalties, from applying to a succeeding owner, successor in interest, or other assigns of an existing contract of permit holder.

**SECTION 6.27 - WASTEWATER DISCHARGE PERMIT FEES:** It is the purpose of this Section to provide for the establishment of a method to recover costs from users of the District's wastewater facilities for the implementation of the program established herein. Any additional administrative costs to be considered may include increased potential for the administrative oversight by Federal, State, and local agencies as well as the potential for increased liability exposure and associated legal costs. By separate ordinance, the Board shall establish fees for implementing this program. Types of fees to be established for Wastewater Discharge Permits or Waste Hauler Permits are defined below:

- A. Application Fee: An Application Fee will be established to recover the District's estimated cost in reviewing the application for a Wastewater Discharge Permit. The Application Fee, upon being established by separate ordinance shall be paid to the District upon submission of the permit application. Should the permit be denied, the Application Fee will not be refunded.
- B. Renewal Application Fee: The Renewal Application Fee is established to recover the District's estimated cost in reviewing the renewal application for a Wastewater Discharge Permit. The Renewal Application Fee, upon being established by separate ordinance, shall be paid to the District upon submission of the permit application. Should the permit renewal be denied, the Renewal Application Fee will not be refunded.
- C. Permit Issuance Fee: The Permit Issuance Fee is established to recover the District's estimated cost for processing each class of permit, including establishing the permit

requirements, District compliance reporting to the State and EPA, and minor permit modification during the life of the permit. The Permit Issuance Fee, upon being established by separate ordinance, shall be paid each time the permit is issued and when the permit is reissued. The Permit Issuance Fee shall be paid to the District prior to issuance or re-issuance.

- D. Permit Monitoring and Inspection Fee: The Permit Monitoring and Inspection Fee, upon being established by separate ordinance, will recover the District's costs based on an estimate of the costs of routine monitoring for compliance and periodic inspection of the permittee's processes during the life of the permit. The Permit Monitoring and Inspection Fee will vary from permit to permit and will depend on the frequency of the monitoring and cost of the necessary laboratory tests to verify compliance with the permit conditions. This fee may be billed directly to the permittee in advance and is payable within fifteen (15) days from the date of invoice.
- E. Noncompliance Monitoring Fee: The Noncompliance Monitoring Fee, upon being established by separate ordinance, will consist of actual costs incurred by the District associated with any additional inspection, sampling, analysis, and reporting; together with direct labor, labor burden, and overhead of District personnel and all direct costs for work performed as a result of a permittee's noncompliance with permit conditions. The Noncompliance Monitoring Fee will be billed directly to the permittee as costs are incurred and is payable within fifteen (15) days from the date of invoice.
- F. Surcharge Fee: In order to equitably distribute the costs of operating the POTW, a surcharge fee may be imposed. Such fees will recover abnormal costs associated with treatment of high strength conventional pollutants and high flows. A separate ordinance will establish rates and conditions of surcharge fees.

Permittees shall also pay all other applicable District fees and charges as provided elsewhere in this Ordinance, and sewer service charges in accordance with separate District regulations.

**SECTION 6.28 - REPORTING REQUIREMENTS--NOTIFICATION OF SLUG LOAD OR ACCIDENTAL SPILL:** It is the responsibility of all industrial users to telephone and notify the District immediately after the incident of any slug load or accidental discharge as required by Section 6.13 of this Ordinance, except in cases where such action may be necessary to terminate the spill or discharge, or to take such action(s) necessary to prevent further damage to the facilities or to protect lives and/or other property. Notification shall include location of discharge, type of waste, duration, concentration and volume, cause of the incident and corrective actions to be taken.

- A. Written Notice: A written follow-up report of the incident shall be filed and signed by the authorized signator of the user with the District within five (5) days. The report shall specify and/or include:
  - 1. Description of the accidental spill or slug load, the cause(s) thereof and the accidental spill's or slug load's impact on the user's compliance status.

2. Duration of noncompliance, including exact dates and times of noncompliance, and if the noncompliance continues, the time by which compliance is reasonably expected to occur.
3. All steps taken or to be taken to reduce, eliminate, and prevent recurrence of such accidental spill, slug load, or other conditions of noncompliance.
4. A self critique and evaluation of the user's response and actions for each incident, including if appropriate, an explanation why any action(s) to terminate the spill/discharge or to protect life and property, prevented immediate notification.

Such notification shall not relieve the user of any expense, loss, damage, or other liability which may be incurred as a result of damage to District facilities, fish kills, or any other damage to person or property; nor shall notification relieve the user of any fines, penalties, or other liability which may be imposed by this Ordinance or other applicable law.

- B. Notice to Employees: Users who are employers shall permanently post a notice on their bulletin board, or other prominent place, advising employees of the user whom to call in the event of such a discharge. The user shall ensure that all employees who may cause or suffer such discharge to occur are advised of the emergency notification procedure.

**SECTION 6.29 - REPORTING REQUIREMENTS--PRIOR NOTIFICATION OF CHANGE IN VOLUME OR CHARACTER OF WASTEWATER:** All users shall promptly notify the District in writing (except in emergencies where telephone notification is acceptable) prior to: (1) any new or increased discharge or any change in nature of their discharge which discharge does not meet pretreatment standards or requirements, or has the reasonable potential to cause the District to violate its NPDES permit, or to cause problems to the District wastewater system; and (2) any substantial change in volume or character of pollutants in their discharge, including listed or characteristic hazardous wastes.

**SECTION 6.30 - NOTIFICATION REQUIREMENTS--BASELINE REPORT:** All Categorical Users, subject to National Categorical Pretreatment Standards, shall submit to the District a baseline report within one hundred and eighty (180) days of the effective date of this Ordinance or one hundred and eighty (180) days after final decision on a category determination by EPA or the State, whichever is earlier. The baseline report shall contain the information specified in 40 CFR 403.12(b). The information required for application for a permit under Section 6.19 and/or for modification of a permit under Section 6.25 of this Ordinance may fulfill the requirements of the baseline report. If in submitting information to apply for or modify a permit, the user also intends to fulfill the requirements for the baseline report, the user shall so state.

**SECTION 6.31 - NOTIFICATION REQUIREMENTS--COMPLIANCE REPORT:** Within ninety (90) days following the date for final compliance with applicable pretreatment standards or requirements or, in the case of a new user, following commencement of the introduction of wastewater into District facilities, any user subject to pretreatment standards or requirements shall submit to the District a report indicating the nature and concentration of all pollutants in the discharge from the regulated process which are limited by pretreatment standards or requirements, the average and maximum daily flow for these process units, and the actual average production rate for these process units. The report shall state whether the applicable

pretreatment standards or requirements are being met on a consistent basis and, if not, what additional operational and maintenance changes and/or pretreatment is necessary to bring the user into compliance with the applicable pretreatment standards or requirements. This statement shall be signed by an authorized representative of the industrial user and a certified qualified professional. Filing of this compliance report cannot relieve the user of any fines, civil penalties, or other liability which may be imposed by this Ordinance or other applicable law for failure to meet the applicable pretreatment standards or requirements subsequent to the date for final compliance with such applicable standard.

**SECTION 6.32 - PERIODIC COMPLIANCE REPORTS:** Categorical User and Significant Industrial Users shall submit a report to the District twice a year or more frequently as specified in the permit or permit contract. Other Industrial Users may be required to submit periodic compliance reports depending on the nature of their discharge. Periodic compliance reports shall be submitted within fifteen (15) days of receipt of the laboratory report. The compliance report shall contain such information as may be deemed by the District to be necessary to ensure compliance with the provisions of this Ordinance. Compliance reports shall, at a minimum, contain the following:

- A. The nature and concentration of pollutants which are limited by pretreatment standards or requirements, or which are specified in the permit or permit contract for each regulated waste stream.
- B. A record of average daily flow for the reporting period for each regulated waste stream.
- C. Such other wastewater effluent data as the user has obtained since the last compliance report, whether or not that data is specifically required by the user's permit or permit contract.
- D. Methods utilized by the user in collecting the wastewater sample for analysis including, but not limited to, the sampling device(s) used, the sampling period, the amount of each sample collected, sample handling and preservation techniques used, and date of sample delivery to the laboratory for analysis.
- E. In the event a sample from a periodic compliance report indicates that a constituent is in violation of the allowable concentration levels as set forth in the user's permit or permit contract, the user shall inform the District within the next business day following the discovery of the violation, repeat the sampling and pollutant analysis for the parameter in violation, and submit in writing the results of this second analysis within thirty (30) days of the discovery of the first violation. The initial sampling and analysis report shall be submitted within fifteen (15) days of the initial sampling date with a cover report setting forth the causes of the violation, the remedial actions taken to date in regard to the violation, and the scheduled additional actions which will be implemented to prevent a reoccurrence.

The District may also at any time require a signed statement by the user setting forth management practices and/or material usage practices which have an effect on the nature, volume, and quality of the wastewater discharge and/or which potentially will affect the ability to comply with pretreatment standards requirements.

The District may impose mass limitations on users where the imposition of mass limitations are appropriate. In such cases, the report required under subparagraph (A) above shall indicate the mass of pollutants regulated by pretreatment standards or requirements in the effluent of the user. These reports shall contain the results of all sampling and analysis of the discharge including the flow, concentration, and mass of pollutants regulated by the applicable pretreatment standard or requirement. The user shall provide the actual average production rate of the regulated processes during the reporting period.

**SECTION 6.33 - MONITORING REQUIREMENTS:** Any user may be required to provide wastewater sampling and/or monitoring results or to submit to monitoring by the District to assist the District in establishing the appropriate category of the user and/or to evaluate compliance with the standards and requirements of this Ordinance. All sampling shall be in accordance with 40 CFR 136.

- A. Classification Sampling: All industrial users may be required to sample and analyze their waste stream(s) to determine the appropriate class of the user. Classification sampling shall be at the District's request. The number and type of samples and pollutants analyzed shall be as specified by the District in order to adequately characterize the user's wastewater discharge(s).
- B. Baseline Sampling: Categorical Users and Significant Industrial Users shall sample and analyze their regulated waste stream(s) as part of a permit application or modification of a permit as specified in Sections 6.19 and 6.25 of this Ordinance. In addition, all Categorical Users required to submit baseline reports, as specified in Section 6.30 of this Ordinance, shall sample and analyze their regulated waste stream(s) in accordance with the requirements of 40 CFR 403.12(b). Samples shall be analyzed for constituents or characteristics including, but not limited to, those mentioned in Section 6.05 of this Ordinance and/or in applicable State Pretreatment Standards or requirements, or National Pretreatment Standards, or as otherwise required by the District.
- C. Initial Compliance Sampling: All Categorical Users and Significant Industrial Users shall sample and analyze their regulated waste stream(s) for the compliance report as specified herein. Samples shall be analyzed for those pollutants regulated in the applicable pretreatment standard or requirement, or as otherwise required by the District.
- D. Periodic Compliance Sampling: All Categorical Users and Significant Industrial Users shall sample and analyze their regulated waste stream(s) to evaluate compliance with the user's permit or permit contract. Periodic compliance monitoring shall be conducted at least twice each year unless specified more frequently in the user's permit or permit contract, or in the applicable National Categorical Pretreatment Standard. Samples shall be analyzed for those pollutants regulated in the applicable pretreatment standard or requirement, or as otherwise required by the District.
- E. Sampling and Evaluation Program (SEP): Whenever sampling results indicate that the user's regulated waste stream(s) is in violation of any pretreatment standard or requirement, the user shall collect two (2) additional samples to assess the degree of violation. For additional samples, the user need only analyze for the pollutant(s) which were identified in the original violation(s). The user shall provide the District with the results from the

confirmation sampling within forty-five (45) days of the date the violation was discovered. The District shall also collect at least one sample as part of the SEP. If the laboratory results performed during the initial SEP do not qualify the user to be removed from SNC status, the District may require the user to repeat the process, initiate formal enforcement, or both.

- F. Other Compliance Sampling: All Categorical and Significant Industrial Users may be required by the District to conduct compliance sampling in addition to those described above. This could include, but is not limited to, sampling required by the District in an Enforcement Compliance Schedule Agreement.
- G. District Sampling: The District may collect and analyze samples on its own or request the user to split samples to evaluate compliance with this Ordinance, or the user's permit, or permit contract. The District also reserves the right to conduct all sampling and analysis for the user with all costs borne by the user. In the event that data obtained by the District differs from data provided by the user, the District's data shall be presumed accurate unless and until the user provides substantial evidence otherwise. In the event that the District performs the sampling, whether announced or unannounced, the user may request that the District split its samples and provide one of the split samples for the user's independent analysis.

**SECTION 6.34 - SAMPLING PROCEDURES:** All sampling and testing undertaken for the purpose of compliance with the sampling and reporting requirements of this Ordinance shall be undertaken in accordance with 40 CFR 403.12 and 40 CFR 136. Each regulated waste stream shall be sampled and analyzed separately unless the District allows the user to sample and analyze the combined waste streams. The methods of obtaining the sample shall be specified by the District. As an alternative, a sampling program proposed by the user shall be submitted to the District for review prior to initiating said program. The District may state special sampling requirements as needed to insure compliance with this Ordinance.

**SECTION 6.35 - ANALYTICAL PROCEDURES:** All samples shall be preserved and analyzed in accordance with the procedures presented in CFR Title 40, Part 136, Guidelines Establishing Test Procedures for the Analysis of Pollutants, or if 40 CFR Part 136 does not contain sampling or analytical techniques for the pollutant in question, in accordance with procedures approved by the EPA, Standard Methods for Examination of Water and Wastewater, and/or the District. Unless approved otherwise by the District, all analyses shall be performed by a laboratory(s) certified by the State for the specific pollutants and matrix to be analyzed.

For each sampling event, the user shall record and maintain the following information necessary for compliance with chain of custody procedures:

- A. The date, exact place, method, and time of sampling, and the signatures of each person who has handled the samples.
- B. Sample preservation used.
- C. The dates analyses were performed.
- D. Who performed the analyses.

E. The analytical techniques/methods used.

**SECTION 6.36 - SAMPLING RECORDS:** Records of each sampling event including the original laboratory analytical results, shall be maintained a minimum of three (3) years or, if requested, shall be provided to the District or as each individual permit requires.

**SECTION 6.37 - MONITORING/SAMPLING FACILITIES:** The District may require monitoring facilities to be provided and operated at the user's own expense to allow inspection, sampling, and flow measurement of regulated discharge. Such monitoring facilities may be required to be retrofitted into the existing sewer system in order to bring existing users into compliance with this Ordinance. The monitoring facility shall be accessible to District staff at all times and should normally be situated on the user's premises; but the District may, when such a location would be impractical or cause undue hardship on the user, allow the facility to be constructed in the public street or sidewalk area, and located so that it will not be obstructed by landscaping or parked vehicles.

There shall be ample room in or near such sampling manhole or facility to allow accurate sampling and preparation of samples for analysis. The facility, sampling, and measuring equipment shall be maintained at all times in a safe and proper operating condition at the expense of the user. Any existing plumbing that is incompatible with monitoring equipment shall be modified at the user's expense. Any proposed modification to the existing plumbing shall be approved by the District prior to installation.

Whether constructed on public or private property, the sampling and monitoring facilities shall be provided in accordance with the Agency Design and Construction Standards for Sanitation Facilities and all applicable local construction standards and specifications. Construction of monitoring facilities shall be completed within forty (40) days following written notification by the District, unless a time extension is granted or another construction completion date is negotiated and agreed upon by the District. The monitoring facility shall be constructed in such a way as to isolate the industrial process wastewater from dilution by domestic wastewater or other processes and to provide a representative sample.

**SECTION 6.38 - SIGNATORY REQUIREMENTS:** All applications, reports, or other information submitted to the District must contain the following certification statement:

"I certify under penalty of perjury that this document and all attachments were prepared under my direction or supervision and in accordance with the system designed to insure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person(s) who manages the system, or those directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for knowingly submitting false information, including the possibility of fine and/or imprisonment for knowing violations."

This statement shall be signed by an authorized representative of the industrial user as defined in 40 CFR 403.12(l)(1-4).

**SECTION 6.39 - RIGHT OF ENTRY:** The District has the right of inspection of the premises of any user to ascertain whether the objectives of this Ordinance are being met and all standards and requirements are being complied with. Persons or occupants of premises where wastewater is generated or discharged, or where hazardous substances or hazardous wastes are present, shall allow the District or their representative ready access at all reasonable times to all parts of the premises for the purposes of inspection, sampling, photographing, analysis, records examination and copying, or collection of other evidence of a violation of this Sanitation Code as may be necessary in the performance of any of their duties. The District, or their authorized representative, accompanied by such other representatives of other public agencies as may be appropriate, shall have the right to set-up on the user's property such devices as are necessary to conduct sampling inspection, compliance monitoring, and/or metering operations. Where a user has security measures in force which would require proper identification and clearance before entry onto their premises, the user shall make necessary arrangements with their security personnel so that upon presentation of suitable identification, personnel from the District, along with other authorized representatives, will be permitted to enter, without delay, for the purposes of performing their specific duties and responsibilities.

Such inspection(s) shall be made with the consent of the owner or possessor of such facilities or, if such consent is refused, with a warrant duly issued pursuant to the procedures set forth in Title 13 (commencing with Section 1822.5) of part 3 of the Code of Civil Procedure; provided, however, that in the event of an emergency affecting public health or safety, such inspection may be made without consent or the issuance of a warrant. To the extent that the owner or possessor of the premises requires that a warrant be received, the District may, in its discretion, suspend the right to discharge to sanitary facilities immediately and such suspension may continue until such time as a warrant has been received and the inspection has been completed. The suspension shall be lifted if no violation of this Ordinance, or other District ordinances or regulations, if applicable, is found. In the event that violation of this Ordinance, or other District ordinances or regulations, if applicable, is found, then the suspension may, in the discretion of the District, be continued or terminated, or other enforcement remedies may be sought.

The District may choose to inspect the facility to determine compliance with all standards set forth in this Ordinance, or other District ordinances or regulations, if applicable, and additionally, such inspections may be undertaken to verify the wastewater flows and strengths reported by the discharger.

**SECTION 6.40 - PRETREATMENT FACILITIES:** Users shall provide necessary wastewater treatment as required to comply with this Ordinance and shall achieve compliance with all National Pretreatment Standards within the time limitations as specified by the Federal regulations, or this Ordinance, or the permit, or permit contract, whichever is earliest. Any facilities required to pretreat wastewater to a level acceptable to the District shall be provided, operated, and maintained at the user's expense. Detailed plans showing the pretreatment facilities and operating procedures shall be submitted to the District for review, and shall be acceptable to the District before construction of the facility. The review of such plans and operating procedures will in no way relieve the user from the responsibility of modifying the facility as necessary to produce an effluent acceptable to the District under the provisions of this Ordinance. Any subsequent changes in the pretreatment facilities or method of operation shall be reported to and be acceptable to the District prior to the user's initiation of the changes.

**SECTION 6.41 - PUBLICATION OF USERS IN SIGNIFICANT NONCOMPLIANCE:** Pursuant to Federal requirements, the District shall annually publish in the largest daily newspaper within the jurisdictional boundaries of the District a list of the users which were in significant noncompliance with any pretreatment requirements or standards during the twelve (12) previous months. The notification shall also summarize any enforcement actions taken against the user(s) during the same twelve (12) months.

**SECTION 6.42 - RECORDS RETENTION:** All records and reports relating to compliance with pretreatment requirements or standards shall be made available to officials of the EPA, State, and District, or their authorized representatives. These records shall be retained for a minimum of three (3) years from the date of the compliance report to which these records are applicable or three (3) years from the date any investigation or enforcement action undertaken by the District, State, or EPA has been concluded, except when there is unresolved litigation regarding the user or the District to which such records are relevant, or a request of the General Manager of the District for a longer retention, in which cases the records shall be retained until the litigation is concluded (including the expiration of all periods of limitation and of all appeals), or as requested by the General Manager.

**SECTION 6.43 - CONFIDENTIAL INFORMATION:** Information and data on a user obtained from reports, questionnaires, permit applications, permits, monitoring programs, and inspections shall be available to the public or other governmental agency without notification unless the user specifically requests confidentiality and is able to demonstrate to the satisfaction of the District that the release of such information would divulge information, processes, or methods of production entitled to protection as trade secrets of the user.

The portions of such information which might disclose trade secrets or secret processes shall not be made available for inspection by the public but shall be made available upon request to other governmental agencies for uses related to this Ordinance, the National Pollutant Discharge Elimination System (NPDES), and/or the pretreatment program. Those portions of the information shall also be available for use by the State or any State agency in judicial review or enforcement proceedings involving the user furnishing the information. Wastewater constituents and characteristics will not be recognized as confidential information.

Information and data requested from a user which the user believes to be proprietary and the release of which to the public would substantially impair the operations of the user, may alternatively be provided to the District for its review at the facility of the user rather than provided to the District for its keeping, at the discretion of the District. The burden will be on the user to demonstrate to the satisfaction of the District that such information is proprietary and that this alternative procedure is necessary or appropriate and will not prevent the District from properly carrying out the objectives of this Ordinance. Unless those documents claimed as confidential by the user are clearly marked or stamped with the words "confidential - proprietary information," the District shall treat all such documents as a matter of public record.

Information received by the District as confidential, shall not be transmitted to any person except the Environmental Protection Agency, the State Water Quality Control Board, the Regional Water Quality Control Board and/or any other agency having jurisdiction, until the District provides the user in question with a ten (10) day notification.

## ARTICLE VII - ENFORCEMENT

- SECTION 7.01 - ENFORCEMENT MECHANISMS
- SECTION 7.02 - INFORMAL ADMINISTRATIVE ACTIONS
- SECTION 7.03 - ADMINISTRATIVE ORDERS AND COMPLIANCE SCHEDULES
- SECTION 7.04 - SAMPLING AND EVALUATION (S&E) PROGRAM - GROUNDS FOR INSTITUTING
- SECTION 7.05 - S&E PROGRAM - REVEALING NONCOMPLIANCE
- SECTION 7.06 - CONTINUED NONCOMPLIANCE AFTER S&E PROGRAM OR ECSA
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- SECTION 7.18 - NOTIFICATION PROCEDURES TO THE USER
- SECTION 7.19 - NOTIFICATION PROCEDURES TO DISTRICT
- SECTION 7.20 - COSTS
- SECTION 7.21 - RESPONDING TO SIGNIFICANT NONCOMPLIANCE

**SECTION 7.01 - ENFORCEMENT MECHANISMS:** It is the intent of this Enforcement Section to provide adequate mechanisms to achieve a maximum degree of compliance with this Ordinance by all users. These enforcement provisions apply to all classes of users to the extent such user violates any provision of this Ordinance or administrative order of the District pursuant to this Ordinance. In order to achieve the maximum degree of compliance desired, the District will use a variety of enforcement mechanisms. The enforcement mechanisms set forth range from informal administrative action to a request for criminal prosecution. The District may, in its discretion, implement the use of any mechanism or the concurrent use of several mechanisms in order to enforce the provisions of this Ordinance. The enforcement mechanisms provided herein may be cumulative in respect to such other enforcement mechanisms or civil and criminal penalties as may be otherwise available under the laws of the State of California and the United States of America. Nothing in this Ordinance is intended to prevent State and/or Federal regulatory agencies from undertaking enforcement actions as may otherwise be available due to a violation of this Ordinance which also constitutes a violation of Federal or State statutes and regulations, such as: (1) the Clean Water Act (33 U.S.C.A. §1251, *et seq.*); (2) the California Porter-Cologne Water Quality Act (California Water Code § 1 3000, *et seq.*); (3) the California Hazardous Waste Control Law (California Health and Safety Code §25100 - §25250); (4) the Resource Conservation and Recovery Act (42 U.S.C.A. §6901, *et seq.*); and (5) California Government Code §54739 - §54740.6. The referenced State and Federal laws, along with other pertinent laws, provide authority for the District's enforcement mechanisms.

The enforcement mechanisms available to the District for violations of the provisions of this Ordinance, applicable District resolutions, and permit or permit contract provisions include the following:

- A. Informal administrative action (including NOVs and warning notices).
- B. Administrative orders.
- C. Institution of Sampling and Evaluation Programs, Enforcement Compliance Schedule Agreements, and related administrative orders.
- D. Assessment of charges for obstruction or damage to District facilities or operations.
- E. Suspension or termination of services.
- F. Administrative complaints for administrative civil penalties.
- G. Civil action.
- H. Criminal action.

**SECTION 7.02 - INFORMAL ADMINISTRATIVE ACTIONS:** District staff may, on an informal basis, take action against a discharger for minor violations, or technical or clerical shortcomings of a user or a user's compliance submittals. These informal administrative actions may include informal notices (i.e., telephone calls to the user's representative), Notice of Violation (NOV), and informal meetings or informal warning letters. Such action will not prevent a subsequent or concurrent imposition of other enforcement mechanisms.

**SECTION 7.03 - ADMINISTRATIVE ORDERS AND COMPLIANCE SCHEDULES:** When the General Manager finds that a user has violated the prohibitions or requirements of this Ordinance or the provisions of a wastewater discharge permit or wastewater discharge permit contract, the General Manager may issue an administrative order directed at those users not complying with such prohibitions, limitations, requirements, or provisions to (1) cease to discharge immediately; (2) comply with requirements immediately; or (3) make such changes to their pretreatment facility and procedures immediately as to insure full compliance. The General Manager may take other actions as it deems appropriate, such as installing locking device on manholes or cleanouts, to prevent prohibited or unapproved discharges to the wastewater collection system.

The General Manager may also issue, under the circumstances set forth above, an order containing a compliance schedule or a time schedule setting forth dates by which specific corrective actions must be completed.

**SECTION 7.04 - SAMPLING AND EVALUATION PROGRAM - GROUNDS FOR INSTITUTING:** In addition to those grounds set forth in Section 6.32 (E), grounds for instituting a Sampling and Evaluation (S&E) Program include compliance sampling or District sampling indicating a significant noncompliance (SNC). The S&E Program may consist of District sampling of the discharger's wastewater at the first opportunity convenient to the District, upon

which daily samples may be taken continuously for up to five (5) days, or longer if determined necessary by the General Manager. The District or outside laboratory shall analyze these samples for the constituents in violation and provide notice to the discharger in regard to the results of said sampling. Violations occurring during the S&E Program shall constitute additional and subsequent violations under this Ordinance or under any applicable law.

**SECTION 7.05 - S&E PROGRAM - REVEALING NONCOMPLIANCE:** If the S&E Program reveals user noncompliance with the prohibitions or specific pollutant limitations specified in this Ordinance, or in the user's permit or permit contract, the District may take any or all of the following actions:

- A. The user may be assessed all costs incurred during the S&E Program for sampling and analysis, including labor, equipment, materials, outside services, and overhead.
- B. The General Manager may place the user on a compliance schedule or undertake another S&E Program. The compliance schedule shall provide for minimum required actions to be undertaken by the discharger to alleviate the violation and a schedule for completion of said actions. The compliance schedule may include interim constituent level maximums. All violations of constituent maximums or other requirements set forth in the compliance schedule, including failure to meet schedule dates, shall constitute violations of this Ordinance and other applicable laws, and each day a discharger fails to meet a schedule date shall constitute a separate violation. Any constituent limit violation during the compliance schedule period shall provide grounds for the institution of an additional S&E Program.
- C. The General Manager may amend an existing permit through an Enforcement Compliance Schedule Agreement (ECSA). This may be done after consultation with the user when the user has shown good faith in trying to comply but requires additional time for construction and/or acquisition of equipment related to pretreatment. The permit may be amended with the ECSA for a period of up to one hundred and eighty (180) days; however, this period may be extended for a period not to exceed an additional one hundred and eighty (180) days upon determination by the General Manager that good cause exists for an additional period. No further extensions shall be granted except upon approval of the Board of Directors.
- D. Any other enforcement mechanism set forth in this Ordinance or other applicable law may be commenced.

**SECTION 7.06 - CONTINUED NONCOMPLIANCE AFTER S&E PROGRAM OR ECSA:** If a discharger remains in noncompliance because corrective action is not taken within forty-five (45) days after completion of an S&E Program or the expiration of an ECSA, an Administrative Order may be issued.

**SECTION 7.07 - ASSESSMENT OF CHARGES FOR OBSTRUCTION OR DAMAGE TO DISTRICT FACILITIES OR OPERATIONS:** When a user's discharge, whether due to negligence, accident, spill, or otherwise, causes an obstruction, damage, or any other impairment to the District's operation or facilities, the District may impose a charge on the user for the cost to clean or repair the facility, or costs incurred to resume normal operations. An administrative service fee to cover the District's administrative costs (equal to 25% of the

District's direct costs) may be added to these charges. The total amount shall be paid within forty-five (45) days of invoicing by the District. If it can be shown that the user's discharge caused or significantly contributed to the District violating its discharge requirements, or incurring additional expenses, or suffering loss or damage to the operation or facilities, then the user shall be responsible for any costs or expenses, or a prorated portion of such expenses, including assessments or penalties imposed by other agencies or the court on the District.

**SECTION 7.08 - SUSPENSION OF SERVICE:** The General Manager may suspend the wastewater treatment service and/or a wastewater discharge permit or permit contract by issuance of a cease and desist order in accordance with Section 7.03, when the District makes the determination that such suspension is necessary. A suspension shall be justified in order to prevent an actual or threatened discharge which presents, or may present the following:

- A. An imminent or substantial endangerment to the health or welfare of individuals or the environment;
- B. The potential to interfere with the treatment plant or other District operations; or
- C. The potential to the District to violate any condition of its NPDES permit.

Additionally, a permit may be suspended for any of the conditions set forth justifying revocation of permit or termination of permit contract as set forth in Section 7.09. Nothing in this paragraph will limit the rights of the District to suspend or terminate service pursuant to specific permit or permit contract conditions which may be more stringent.

Any user notified of a suspension of service and/or the wastewater discharge permit or permit contract shall immediately stop or eliminate the discharge. In the event of a failure of the user to comply voluntarily with the Administrative Order, the District shall take such steps as deemed necessary to prevent or minimize damage to the District's facilities or endangerment to persons or the environment. The District may reinstate the wastewater discharge permit, permit contract, and/or the wastewater treatment service upon proof of the elimination of the non-complying discharge.

**SECTION 7.09 - REVOCATION OF PERMITS/TERMINATION OF PERMIT CONTRACT:** Any user who violates the following conditions is subject to having its permit revoked or permit contract terminated:

- A. Any user who knowingly gives or provides a false statement, representation, record, report, plan, or other document to the District or falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required under this Ordinance.
- B. Failure of a user to factually and completely report the wastewater constituents and characteristics of its discharge.
- C. Failure of the user to report significant changes in operations or wastewater constituents and characteristics.

- D. Refusal of reasonable access to the user's premises for the purpose of inspection or monitoring.
- E. Failure of a user to notify the District immediately of an accidental spill and/or slug discharge and/or take appropriate corrective action as required by this Ordinance to prevent a recurrence.
- F. Failure of a user to submit any required report and monitoring information in such time and in such manner as is required by this Ordinance.
- G. Violation(s) of the permit or permit contract requirements or conditions which are considered out of compliance with 40 CFR 403.8 f(1) vii A-H and/or a violation of this Ordinance. Any violation(s) of the discharge standards which are considered significant where a constituent concentration is determined to exceed five (5) times the concentration standard set forth in this Ordinance or any series of three (3) or more violations of the same constituent within a one (1) year period, shall constitute a significant violation.
- H. Failure to pay fees and charges, or penalties established pursuant to separate ordinances established by the District.

**SECTION 7.10 - IMMEDIATE TERMINATION OF DISCHARGE:** In the case of an actual or threatened discharge which, in the opinion of the General Manager reasonably appears to:

- A. Present an imminent or substantial endangerment to the health or welfare of persons or the environment;
- B. Interfere with the treatment plant or other District operations; or
- C. Cause, or potentially cause, the District to violate any conditions of its NPDES permit,

the General Manager may, after reasonably attempting to informally notify the user where time permits, take all necessary steps to halt or prevent such discharge including, but not limited to, plugging or physically disconnecting the user's access to the District wastewater system.

**SECTION 7.11 - ADMINISTRATIVE CIVIL PENALTIES:** Pursuant to the authority of California Government Code Sections 54739 to 54740.6, the District or District staff may issue administrative complaints, conduct administrative hearings, and/or impose civil penalties in accordance with the procedures set forth in these Sections for violation of the District's requirements as set forth in this Ordinance.

**SECTION 7.12 - CIVIL ACTION:** The District Board may direct District counsel, or other special counsel, to bring such civil actions as may be available by law or in equity in any court of competent jurisdiction to enforce the provisions of this Ordinance and to recover such charges, fees, penalties, and/or damages as may be assessed or may be incurred under the provisions of this Ordinance.

**SECTION 7.13 - INJUNCTION:** Whenever a discharge of wastewater is in violation of the provisions of this Ordinance, the District may petition the Superior Court for issuance of a

preliminary or permanent injunction, or both, as may be appropriate in restraining the continuance of such discharge.

**SECTION 7.14 - CIVIL ACTION FOR PENALTIES:** Any user who violates any provision of this Ordinance, permit condition, or permit contract condition; or who violates any cease and desist order, prohibition, or effluent limitation, shall be liable civilly for a penalty pursuant to California Government Code Section 54740. Pursuant to the authority of the Clean Water Act, 33 U.S.C.A. Section 1251, et seq., any user committing a violation of any provision of this Ordinance, which is also a violation of a pretreatment standard, effluent standard, or limitation or other applicable provision of the Clean Water Act, shall be liable civilly. District counsel, or other special counsel designated by the Board, upon order of the District Board, shall institute such actions as may be appropriate in the appropriate court to impose, assess, and recover such sums.

**SECTION 7.15 - OTHER CIVIL ACTIONS:** At any time, whether prior to, during, or after any administrative procedures, the General Manager may require compliance with permit conditions or limitations by issuing Administrative Orders, including cease and desist orders and compliance schedules. Said orders are enforceable in a California court of general jurisdiction. The Board of Directors, however, may directly undertake any court action available at law or equity, including, but not limited to, a civil action for penalties without first seeking an Administrative Order or making use of a compliance schedule; and it may concurrently undertake such administrative and court actions as deemed appropriate.

**SECTION 7.16 - GENERAL CRIMINAL PENALTIES:** Any person who violates any provision of this Ordinance, permit, or permit contract, or who violates any Administrative Order, prohibition, or effluent limitation, is guilty of a misdemeanor. Each day a violation occurs may constitute a new and separate offense, and may subject the violator to an additional full measure of penalties as set forth herein. These penalties shall not limit or reduce any civil penalties for violations of this Ordinance, any permit, or permit contract.

**SECTION 7.17 - FALSIFYING INFORMATION:** Any person who knowingly makes any false statements, representations, or certification in any application, record, report, plan, or other document filed or required to be maintained pursuant to this Ordinance, or wastewater discharge permit, wastewater discharger permit contract; or who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required under this Ordinance, shall upon conviction be punished by a fine of not more than one thousand dollars (\$1,000) or imprisonment for not more than thirty (30) days, or both. Each separate act of falsification, tampering, or knowingly rendering inaccurate shall constitute a new and separate offense and shall be subject to the penalties contained herein.

Nothing in this Section is intended to exclude the potential for prosecution under the applicable perjury statutes of the State of California to the extent such falsification was incorporated in a document signed under the penalty of perjury.

**SECTION 7.18 - NOTIFICATION PROCEDURES TO THE USER:** Whenever the District finds that any user has violated or is violating the provisions of this Ordinance, a wastewater discharge permit, wastewater discharge permit contract, or any prohibition, limitation, or requirements contained herein, the District may serve upon such person a written notice stating the nature of the violation. Within thirty (30) days of the date of this notice, a plan for the

satisfactory correction of the violation shall be submitted to the District by the user. The District may, however, take action without prior notification where the violation warrants immediate action, as set out in Section 7.10.

Whenever the District assesses a penalty or other form of enforcement action under the provisions of this Ordinance, the District shall serve upon such user a written notice stating the nature of the enforcement action being taken.

**SECTION 7.19 - NOTIFICATION PROCEDURES TO DISTRICT:** When a user discovers that it has violated or is violating a provision of the Ordinance, its wastewater discharge permit, its wastewater discharge permit contract, or any prohibition, limitation, or requirement contained therein, including a violation as may be caused by accidental discharge or spill, the user shall immediately notify the District upon discovery of such violation. Thereafter, within five (5) days following the accidental discharge or discovery of a violation, the user shall submit to the District a detailed, written report describing the accidental discharge or violation, and the measures taken by the user to prevent similar future occurrences. This written report regarding the violation may be included as a part of a periodic compliance report, or other report as may be required under this Ordinance, as long as the written report is provided within the five (5) days of discovery, which notification shall not relieve the user of any expense, penalty, fee, or other liability which may be incurred as a result of the violation.

**SECTION 7.20 - COSTS:** All costs associated with the District's undertaking of enforcement actions pursuant to this Ordinance, including attorney's fees for civil actions undertaken, shall be paid by the user. These costs may include but not be limited to the costs for termination of service, reinstatement of service, compliance sampling and analysis, and administrative activities undertaken by the District. However, if the user prevails in an appeal to the Board of Directors or a civil action taken to nullify an enforcement action pursued by the District under this Ordinance, the user shall not be responsible for the costs incurred by the District in pursuing said enforcement action.

**SECTION 7.21 - RESPONDING TO SIGNIFICANT NONCOMPLIANCE:** Any violation of pretreatment standards or requirements (limits, sampling, analysis, reporting and meeting compliance schedules, and regulatory deadlines) shall be an instance of noncompliance for which the industrial user is liable for enforcement, including penalties. The District is required to identify violations or patterns of violations by industrial users that are deemed to be instances of significant noncompliance (SNC). To the extent that a violation or pattern of violations is determined to be significant noncompliance, the District shall give additional priority to enforcement actions with regard to that industrial user.

Additionally, the determination of significant noncompliance shall be used as the basis for reporting same to the regulatory authorities and publishing of the list of significant non-compliers as is required of the District by law.

An industrial user is in significant non-compliance if its violation meets one or more of the following criteria:

- A. Chronic Violations: Chronic violations shall be deemed to be present when sixty-six percent (66%) of the measurements exceed the daily maximum limit or the average limit for the same parameter in a six-month period (any magnitude of exceedence).
- B. Technical Review Criteria (TRC): Violations, defined here as those in which thirty-three percent or more of all of the measurements for each pollutant parameter taken during a six month period equal or exceed the product of the daily maximum limit or the average limit multiplied by the applicable TRC (TRC = 1.4 for BOD, TSS, fats, oil and grease and 1.2 for all other pollutants except pH).
- C. Other Effluent Limit Violations: Any other violation(s) of an effluent limit (average or daily maximum) that the District believes has caused, alone or in combination with other discharges, interference (e.g., slug loads) or pass through (including adverse effect on any toxicity testing); or endangered the health of the sewage treatment personnel or the public.
- D. Danger to Human Health or Welfare: This category also includes any discharge of a pollutant that has caused imminent endangerment to human health/welfare or to the environment, and has resulted in the POTW's exercise of its emergency authority to halt or prevent such a discharge.
- E. Violations of Compliance Schedule Milestones: Violations of compliance schedule milestones, contained in any order given to the user by the District, including an ECSA for starting and completing construction, attain final compliance within ninety (90) days after any scheduled date.
- F. Failure to Provide Proper Data: Significant noncompliance shall also include failure to provide reports for compliance schedules, self-monitoring data, or categorical standards (baseline monitoring reports, ninety (90) day compliance reports, and periodic reports) within thirty (30) days from the date such reports or other data are due.
- G. Failure to Accurately Report: Significant noncompliance status may also be derived from the failure of a user to accurately and promptly report any noncompliance. Any attempt to circumvent the reporting requirements or otherwise withhold noncompliance data from the District shall give rise to SNC status.
- H. Other Violations: SNC status may also result from any other violation or group of violations that the District determines may adversely affect its operations, or the accomplishment of the objectives of this Ordinance, including but not limited to an aggravated violation, pattern of noncompliance or other violations as defined in the District's Enforcement Response Plan.

## ARTICLE VIII - HEARINGS AND APPEALS

SECTION 8.01 - AVAILABILITY OF ADMINISTRATIVE APPEAL

SECTION 8.02 - ADMINISTRATIVE COMPLAINTS, HEARINGS AND APPEALS

**SECTION 8.01 - AVAILABILITY OF ADMINISTRATIVE APPEAL (Reconsideration of Staff Decision, Action, Determination):** Any user, permit applicant, permit or permit contract holder affected by any decision, enforcement action, or determination made by the District, interpreting or implementing the provisions of this Ordinance or in any permit or permit contract issued herein, may file with the General Manager a written request for reconsideration of a staff decision, action, or determination within fifteen (15) days of notification of said staff decision, action, or determination, except for Federal categorical pretreatment standards, which under Federal rules are not appealable. The written request for reconsideration shall detail facts supporting the user's request and such facts shall include a statement listing all relevant facts which shall be considered, including such facts as may not have been known or available to the District at the date of such action. The General Manager shall render a decision on the request for reconsideration within fifteen (15) days of receipt of the request, unless the General Manager requests additional information from District staff or the user. The General Manager shall concur, modify, or rescind the action, decision, or determination previously made. If the ruling on the request for reconsideration made by the General Manager is unacceptable, the user may, within ten (10) days after the date of mailing the notification of the General Manager's determination, file a written letter with the District, requesting for appeal to the District Board.

A user shall not have a right to an appeal to the District Board unless the user has complied with the procedures concerning the request for reconsideration by the General Manager, as set forth above.

When a written request for appeal to the District Board has been properly filed with the District, the District shall schedule the matter to be heard by the District Board within forty-five (45) days from the date of the filing of the written request. The District Board shall make a ruling on the appeal within fifteen (15) days from the date the hearing is closed unless the Board requests additional information from District staff or the user.

**SECTION 8.02 - ADMINISTRATIVE COMPLAINTS, HEARINGS AND APPEALS:** The General Manager shall have the authority to issue administrative complaints pursuant to California Government Code 54740.5. Such complaints shall be processed in accordance with Government Code 54740.5 and 54740.6 and any other applicable laws, if any.

## ARTICLE IX - WASTE HAULER PROGRAM

SECTION 9.01 - PERMISSIBLE WASTE HAULER DISCHARGES

SECTION 9.02 - WASTE HAULER DISCHARGE PERMIT

SECTION 9.03 - SECURITY--CASH DEPOSIT

SECTION 9.04 - MANIFEST PROCEDURES

SECTION 9.05 - FEES FOR DISCHARGE

SECTION 9.06 - REGULATION OF PROCEDURES

SECTION 9.07 - ACCEPTANCE OF GREASE

SECTION 9.08 - SONOMA COUNTY LIMITATION

**SECTION 9.01 - PERMISSIBLE WASTE HAULER DISCHARGES:** The Board finds that it is in the best interest of the citizens of Sonoma County in general, and in the best interests of the health and sanitation of the constituents of the District, that the District receive certain trucked-in waste at the treatment plant for disposal. It is the intent of the Board that the treatment facility shall only be used for the disposal of waste which are compatible with the treatment plant process and the continued operation of the treatment plant as a non-RCRA or non-hazardous waste disposal facility. Therefore, it is the intent of this Ordinance to prohibit the discharge from waste haulers of any hazardous waste as may be defined by either Federal or State statute and regulation, whichever is more stringent; and, further, to prohibit all such waste as is prohibited within Article 6 of this Ordinance, when such waste is trucked to the District and discharged pursuant to the District's waste hauler program.

**SECTION 9.02 - WASTE HAULER DISCHARGE PERMIT:** The District Board finds that in order to properly administer the discharge of waste to the District, a waste hauler discharge permit program is required. Therefore, all persons are prohibited from discharging trucked-in waste at the District's treatment facility unless and until such person(s) has complied with all of the requirements of this Article of the Ordinance, and has received a permit for waste discharge.

- A. Permit Term: The General Manager or the General Manager's delegated staff shall have the authority to issue waste hauler discharge permits for a period of two (2) years, with such permits being renewable on further application from the permittee for additional two (2) year periods upon favorable review by General Manager or the General Manager's delegated staff. The Hauler shall apply for permit reissuance a minimum of ninety (90) days prior to the expiration of the Hauler's existing permit.
- B. Permit Conditions: The General Manager or General Manager's delegated staff may prescribe such requirements as may be reasonable to ensure the carrying out of the purpose and polices of this Ordinance, as well as the stated purpose of the waste hauler program as set forth herein. The conditions upon which a waste hauler's discharge permit may be issued shall include, but not be limited to, the following:
1. Proof of a Sonoma County Health Department Waste Hauler Registration and Public Health License.
  2. Certification that the applicant has not been subject to any substantial enforcement actions relating to public health, waste hauling, and/or hazardous waste handling.

3. Provision of a list with license numbers of each vehicle which hauler proposes to use for discharge of waste at District facilities.
4. Certification that waste hauler has in place, and will maintain, vehicle insurance coverage which insures the hauler and the District against claims of personal injury and property damage (said minimum limits and coverage requirements may from time to time be set forth by the District).
5. The furnishing of a cash deposit or other security acceptable to the District in an amount set by the Board.

C. Modification, Denial, Revocation, or Suspension of Permit: The issuance of a waste hauler permit creates a conditional privilege to discharge. It does not create property rights (including real, personal, or intangible personal property rights), nor a vested irrevocable right or privilege. The terms and conditions of the permit may be subject to modification by the District during the term of the permit as limitations or requirements are modified or other just cause exists. The hauler shall be informed of any proposed changes in the permit at least thirty (30) days prior to the effective date of change. The conditions under which a wastewater hauler permit may be denied, revoked, or suspended by the District include, but are not limited to, the following:

1. Acceptance of the hauled waste would cause or threaten to cause the District to violate its National Pollutant Discharge Elimination System (NPDES) permit, Waste Discharge Requirements (WDR's), or the receiving water quality standards or other regulation.
2. POTW's trucked waste receiving station and/or monitoring systems are unavailable, out of service or incompatible with the trucked waste material.
3. Substantial enforcement action taken by the District or another agency related to public health, waste hauling, and/or hazardous waste handling.
4. Failure of the waste hauler to comply with Federal, State, or District regulations and laws or permit conditions.
5. Termination of the waste hauler's vehicle insurance or reduction in coverage to a level below that required by the District.
6. Disposal of waste in an unlawful manner, whether within or outside the District.
7. Failure of the waste hauler to comply with the permit, wastewater handling and disposal, and reporting requirements of the Sonoma County Health Services Department.
8. Knowingly or negligently providing false information on any application, permit, or manifest form.
9. Disposing of any waste load to District facilities which originated outside the County.
10. Failure of the waste hauler to pay any fees, charges, or penalties assessed by the District.

11. Expiration, revocation, or suspension of Sonoma County Health Services Department Waste Hauler Registration or Public Health license.
12. Failure to deposit or maintain the required cash deposit.

**SECTION 9.03 - SECURITY--CASH DEPOSIT:** The Board finds that in order to ensure compliance of each waste hauler with the provisions of this Ordinance, and to further ensure payment of fees and charges for the discharge of trucked-in waste, a cash deposit, or other security acceptable to the District, shall be required of each permittee. The cash deposit shall be in an amount of one thousand dollars (\$1,000.00). However, if the General Manager determines the cash deposit should be increased in order to protect the interest of the District based on the nature of the current operations of a permittee or the prior history of compliance with the waste hauler program requirements, then the General Manager may increase such cash deposit or security to an amount sufficient to protect the interests of the District. The security amount shall not exceed five thousand dollars (\$5,000) without prior Board approval of said security amount. All security cash deposits shall be returned to hauler upon termination of permit, less any amounts used by the District to cover costs necessary to correct permittee's non-compliance with this Ordinance, and provided there are no outstanding permit violations and hauler has complied with this Ordinance and all permit conditions. In the case of such violations or non-compliance, the remainder of any security cash deposit shall be returned once such violations or non-compliance have been corrected. Waste hauler shall remain independently liable for any permit violations or non-compliance with this Ordinance regardless of whether a security deposit is provided, withheld, or returned.

- A. Time of Payment: The cash deposit or acceptable security shall be posted prior to the issuance of the permit. To the extent the District draws on such cash deposit or security for costs, fees, payments, or penalties, as authorized hereunder, the permittee shall deposit with the District such additional funds as may be required to bring their cash deposit or security up to the total amount required under the permit prior to the continued discharge of waste. If the permittee fails to maintain a sufficient deposit with the District to meet its permit conditions, the District may suspend the permit (and permission to discharge) until such time as a sufficient deposit or security has been tendered and accepted.
- B. Forfeiture of Deposit: All or a portion of the cash deposit or acceptable security may be forfeited to the District if any of the following actions occur:
  1. The permittee knowingly provides false information on any application, permit, or manifest form.
  2. The permittee discharges a non-domestic waste which does not comply with this Ordinance, including the provisions of any established, technically-based local limits, and the general and specific prohibitions contained herein.
  3. Permittee disposes of a waste in an unlawful manner in any location within the District's service area.

4. A permittee becomes delinquent in making payment of applicable charges and fees for discharge of waste.
5. A permittee otherwise fails to comply with provisions contained in this Ordinance.

**SECTION 9.04 - MANIFEST PROCEDURES:** Any waste hauler who is discharging at a District facility shall be required to comply with the manifesting requirements set forth by District staff. Each discharger shall be required to provide a manifest document which shall indicate the source of all waste contained within the waste load to be discharged. The District may promulgate such other requirements with regard to manifesting as are in the determination of the District necessary to properly carry out the objectives of this Ordinance and the intent of the waste hauler program.

**SECTION 9.05 - FEES FOR DISCHARGE:** The Board may, by separate ordinance, from time to time set fees for the services provided the waste hauler with regard to discharge of trucked-in waste. The fees shall include, but not be limited to, fees to reimburse the District for the disposal and treatment costs of the discharge, and such other fees as may be required to reimburse the District for the administrative costs of processing the permits, administering the waste hauler program, operating septage discharge facilities, conducting laboratory analysis, and enforcing the provisions of this program. In order to equitably distribute the costs of operating the POTW, a surcharge fee may be imposed. Such fees will cover abnormal costs associated with treatment of high strength conventional pollutants and high flows. A separate ordinance will establish rates and conditions of surcharge fees.

**SECTION 9.06 - REGULATION OF PROCEDURES:** The District shall adopt such procedures as may be appropriate for the implementation of the waste hauler program. These procedures may include, but not be limited to, regulation of the times for discharge, designated discharge location, the amounts of discharge, and manner of discharge. The procedures may also include requirements such as laboratory testing of samples of the waste prior to discharge and procedures for reporting of the ultimate disposal location for waste which are not accepted at a District facility due to being rejected on the basis of a sampling analysis of its constituents.

**SECTION 9.07 - ACCEPTANCE OF GREASE:** No grease shall be allowed to be hauled in or discharged into any District facility.

**SECTION 9.08 - SONOMA COUNTY LIMITATION:** The District Board finds that it is not in the best interest of the District to accept trucked waste from locations which are not within Sonoma County. Therefore, the Board finds that the District shall only accept trucked-in waste pursuant to the provisions set forth herein and procedures established by the General Manager or the General Manager's delegated staff for trucked waste to the extent such waste is produced within, or emanates from, locations within Sonoma County.

## ARTICLE X - GREASE, OIL, AND SAND INTERCEPTOR PROGRAM

SECTION 10.01 - GREASE TRAPS AND OIL AND SAND INTERCEPTORS

SECTION 10.02 - ADMINISTRATION OF INTERCEPTOR PROGRAM

SECTION 10.03 - ENFORCEMENT

**SECTION 10.01 - GREASE TRAPS AND OIL AND SAND INTERCEPTORS:** All non-domestic users, including restaurants, gas stations, and auto repair establishments with floor drains located in service areas and auto or vehicle washing facilities, shall be required to install and maintain a grease, oil, and sand interceptor at the user's own expense when the General Manager finds that it is necessary for the proper handling of (a) liquid waste containing grease, (b) flammable wastes, (c) sand, or (d) other harmful constituents which may be properly eliminated from the sewerage system by use of an interceptor or trap. An interceptor is not required for a building used solely for residential purposes so long as there exists no common food preparation facility. An interceptor shall be required when the wastewater flow from the building is anticipated to contain grease, flammable substances, sand, or other harmful ingredients in amounts or concentrations which, in the discretion of the District, present the possibility of causing or contributing to the fouling of, or the blockage of, or other damage to the District sewerage system.

Proper sizing, selection, and installation of grease traps and interceptors shall be in accordance with the most recent Uniform Plumbing Code. The minimum size requirement shall be 35 gallons per minute/70 pound capacity. Oil and sand interceptors shall be situated on the user's premises and shall be so located as to be readily and easily accessible for cleaning and inspection. A sampling box or other appropriate sampling structure as specified by the District shall be installed and located immediately downstream of the user's oil and sand interceptor. Buildings remodeled for use requiring interceptors shall also be subject to these regulations.

Wastewater discharges from fixtures and equipment in the above-mentioned types of establishments which may contain grease, oil, sand, or other objectionable materials, including, but not limited to, scullery sinks, pot and pan sinks, dishwashers, food waste disposals, soup kettles, and floor drains located in areas where such objectionable materials may exist, may be drained into the sanitary waste through grease traps and oil and sand interceptors where approved by the General Manager or the General Manager's delegated staff; provided, however, that toilets, urinals, washbasins, and other fixtures containing fecal materials shall not flow through the grease trap or interceptor. Toxic substances concentrations in excess of Ordinance limits shall not be discharged into grease traps and interceptors.

Grease traps and oil and sand interceptors shall be maintained by the user in efficient operating condition by periodic removal of the accumulated grease, oil, or sand. Grease and oil interceptors shall be cleaned by a licensed and permitted waste hauler on a periodic basis as determined by the District so as to assure that the interceptor will operate as designed at all times. The use of chemicals, enzymes or additives to dissolve grease or oil is specifically prohibited. No such accumulated grease, oil, or sand shall be introduced into any drainage piping or public or private sewer.

Abandoned oil and sand interceptors shall be emptied and filled with suitable material as determined by the General Manager, the General Manager's delegated staff, or the County of Sonoma Environmental Health Department.

**SECTION 10.02 - ADMINISTRATION OF INTERCEPTOR PROGRAM:** The District shall administer an interceptor program which is intended to prevent grease, sand, flammable liquids, and other substances which are likely to block or create a hazard within the sewerage system from entering the system through use of interceptors or traps. The District may require any non-domestic user to install an interceptor or trap according to the guidelines set forth in the Agency's Standard Specifications or other program, prior to connection to the District; or at any time after connection to the District if the District discovers or determines subsequent to the connection that the building, facility, or operation of that user produces a waste with characteristics that would require installation of a trap or interceptor pursuant to this Ordinance. The installation of a proper interceptor or trap device shall be the responsibility of the parcel owner and the entity which applies for the connection or industrial user permit, and the owner/proprietor of the business or entity whose operations cause or contribute to the necessity for an interceptor or traps. The District shall determine whether a grease trap, grease interceptor, or other interceptor is required on a case-by-case basis based on an evaluation of objective criteria including, but not limited to, factors such as those listed hereunder:

- A. The type of facility (restaurant, bakery, cheese factory, yogurt shop, gas station, lube facility, etc.).
- B. The volume of the user's business or operation (such as number of meals served, number of seats, hours of operation).
- C. Size and nature of facilities (including kitchen facilities) based on size, type, number of fixtures, and type of processing or cooking equipment used.
- D. The type of service provided or operation undertaken (such as dine-in meal service versus carry-out meal service).
- E. The type of foods or other materials used in the cooking, processing, or manufacturing operations carried on within the user's facility.
- F. The overall potential for grease-laden, flammable, or sand-laden discharges.
- G. The existence of devices, procedures, or processes which are designed to minimize the amount of grease, sand, oil, or other flammable liquids from entering the sewer system.

The design, location, and procedures for operation of a required interceptor or trap shall be approved by the District. Such approval shall be obtained prior to the users connection of the facility to the District's sewerage system, in the event of new construction or remodeling. In instances where a user has already connected and the District determines that an interceptor or trap must be installed, the user shall promptly provide for the installation of the interceptor or trap within a reasonable time frame (as may be set by the District), including providing such design plans and operational plans as may be required. The installation of an interceptor or trap as required by this Ordinance on an existing user facility shall occur within reasonable time not to

exceed one hundred (100) days after the user has been provided notice of the requirement that an interceptor or trap be installed. This 100-day limit may only be extended by written agreement of the District. Any users who are required to install or have in operation an interceptor or trap pursuant to this Ordinance, shall be required to have a written plan of operation or program for their facility which is intended to insure that the interceptor or trap operates as designed to prevent grease, oil, sand, or other harmful constituents from entering the sewerage system. These procedures may include adoption of kitchen practices to minimize the grease-laden garbage which ultimately enters the facility's drains and floor traps and/or other such procedures as may be required for the proper operation of the interceptors.

**SECTION 10.03 - ENFORCEMENT:** Failure of any user who is required to maintain an interceptor or trap pursuant to this Ordinance and/or pursuant to lawful District direction, shall be subject to each of the enforcement provisions set forth in this Ordinance. The enforcement provisions of this Ordinance shall also apply to the failure to instruct personnel, or to maintain, pump, and/or institute a proper grease or flammable substance reduction program.

## **ARTICLE XI – MERCURY REDUCTION PROGRAM**

SECTION 11.01 - PURPOSE

SECTION 11.02 - WASTE MANAGEMENT PRACTICES

SECTION 11.03 - AMALGAM SEPARATORS

SECTION 11.04 - EXEMPTIONS

**SECTION 11.01 - PURPOSE:** Mercury is a toxic metal that bioaccumulates in several species of aquatic organisms. Dental amalgam is the largest controllable source of mercury to the District's sanitary sewer system. Dental amalgam is approximately fifty percent (50%) mercury, mixed with silver and other metals. The District Board finds that in order to significantly reduce the quantity of mercury entering the District's sanitary sewer system, a dental amalgam program is required.

**SECTION 11.02 – WASTE MANAGEMENT PRACTICES:** All users of and dischargers from dental facilities that remove or replace amalgam fillings shall comply with the following waste management practices:

- A. No person shall rinse chair-side traps, vacuum screens, or amalgam separator equipment in a sink or other connection to the sanitary sewer.
- B. Users of and dischargers from dental facilities shall ensure that all staff members who handle amalgam waste are trained in the proper handling, management, and disposal of mercury-containing material and fixer containing solutions, and shall maintain training records that shall be available for inspection by the District's Environmental Compliance Inspector during normal business hours.
- C. Amalgam waste shall be stored and managed in accordance with the instructions of the recycler or hauler of such materials.
- D. Bleach and other chlorine-containing disinfectants shall not be used to disinfect the vacuum line system.

E. The use of bulk mercury is prohibited. Only pre-capsulated dental amalgam is permitted.

**SECTION 11.03 – AMALGAM SEPARATORS:** All users of and dischargers from dental vacuum suction systems, except as set forth in Section 11.04, below shall comply with the following:

- A. An ISO 11143 certified amalgam separator device shall be installed for each dental vacuum suction system on or before one year of the effective date of this Ordinance; provided however, that all dental facilities that are newly constructed on and after the effective date of this Ordinance shall include an installed ISO 11143 certified amalgam separator device. The installed device must be ISO 11143 certified as capable of removing a minimum of ninety five percent (95%) of amalgam. The amalgam separator system shall be certified at flow rates comparable to the flow rate of the actual vacuum suction system operation. Neither the separator device nor the related plumbing shall include an automatic flow bypass. For facilities that require an amalgam separator that exceeds the practical capacity of ISO 11143 test methodology, a non-certified separator will be accepted, provided that smaller units from the same manufacturer and of the same technology are ISO-certified. Alternative materials and methods may be proposed to the General Manager in writing along with technical data documenting equivalency submitted for review and approval. The General Manager, or the General Manager's delegated staff, may approve alternative materials upon a written finding that the alternative materials and/or methods, based on a review of the submitted documentation, are found to be equivalent to the ISO 11143 certified amalgam separator devices referenced in this Section 11.03. If equivalency is not approved, and the proposed alternative materials or methods are not approved, the applicant may pursue approval pursuant to the provisions for obtaining a variance to this Ordinance.
- B. All amalgam separators installed pursuant to Section A above, shall be on the "Bay Area Pollution Prevention Group (BAPPG) list of Accepted Amalgam Separators," dated May 2009 or the most recent revision. For amalgam separators installed prior to the date of this Ordinance, approval may be provided by the General Manager, or the General Manager's delegated staff, on a case-by-case basis provided the amalgam separator meets the standards in Section A, above.
- C. Proof of certification and installation records shall be submitted to the District within thirty (30) days of installation. A form will be provided by the District and must be completed to demonstrate compliance.
- D. Amalgam separators shall be maintained in accordance with manufacturer's recommendations. Installation, certification, and maintenance records shall be available for immediate inspection upon request by an authorized representative of the District during normal business hours.

**SECTION 11.04 – EXEMPTIONS:**

- A. The following types of dental Practice are exempt from Section 11.03, provided that removal or placement of amalgam fillings occurs at the facility no more than three

days per year: Orthodontics, periodontics, oral and maxillofacial surgery, radiology, oral pathology or oral medicine, and endodontistry and prosthodontistry.

- B. Facilities with vacuum suction systems that meet all of the following conditions may apply to the General Manager for an exemption to the requirements under Section 11.03:
1. The system was installed before the effective date of this Ordinance.
  2. The system is a dry vacuum pump system with an air-water separator.
  3. The sedimentation tank is non-bottom draining, with the drain above the anticipated maximum level of accumulated sludge.
  4. Evidence of regular pump outs (a minimum of once a year, or more often if either directed by the manufacturer or necessary to keep solids from exiting through the drain) is maintained and open to inspection by the District's Environmental Compliance inspector during normal business hours.
  5. The system has no direct discharge pipe to the sewer on the bottom of the sedimentation tank.

Any user or discharger whose facility meets all five conditions may apply for an exemption by written letter to the General Manager. The General Manager, or the General Manager's delegated staff, will review the system and if the exemption is approved, shall provide a written letter of exemption. An exemption obtained pursuant to Section 11.04 B, shall expire upon installation of a new vacuum system. Upon expiration of the exemption, the facility shall comply with Section 11.03 before commencing further operation.

## **Sonoma Valley County Sanitation District Sanitation Code Ordinance**

**Uniform Practices Governing (1) The Use of Sanitation Facilities of the Sonoma Valley County Sanitation District, (2) The Construction of Sanitation Facilities, (3) A Source Control Program, (4) A Grease, Oil, and Sand Interceptor Program, (5) An Enforcement Program, (6) Various Administrative Procedures and Related Matters, and (7) Repeal Certain Existing Related Ordinances.**

# SONOMA VALLEY COUNTY SANITATION DISTRICT SANITATION CODE ORDINANCE

AN ORDINANCE OF THE BOARD OF DIRECTORS OF THE SONOMA VALLEY COUNTY SANITATION DISTRICT, STATE OF CALIFORNIA, CONTAINING UNIFORM PRACTICES GOVERNING (1) THE USE OF SANITATION FACILITIES OF THE SONOMA VALLEY COUNTY SANITATION DISTRICT, (2) THE CONSTRUCTION OF SANITATION FACILITIES, (3) A SOURCE CONTROL PROGRAM, (4) A GREASE, OIL, AND SAND INTERCEPTOR PROGRAM, (5) AN ENFORCEMENT PROGRAM, (6) VARIOUS ADMINISTRATIVE PROCEDURES AND RELATED MATTERS, AND (7) REPEAL CERTAIN EXISTING RELATED ORDINANCES.

(Adoption by Ordinance 43 on 12/13/1994; amended by ordinance 47 on 06/18/1996; amended by Ordinance 50 on 02/10/1998; amended by Ordinance 56 on 12/14/1999; amended by Ordinance 70 on 12/26/2004; amended by Ordinance 79 on 03/17/2009; amended by Ordinance 83 on 3/2/2010 ; amended by Ordinance 90 on 12/3/13).

The Board of Directors of the Sonoma Valley County Sanitation District (District), State of California, ordains as follows:

**SECTION I.** The Sonoma Valley County Sanitation District Code Ordinance shall read as follows:

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## ARTICLE I - GENERAL PROVISIONS

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SECTION 1.08.01- CHIEF ENGINEER  
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**SECTION 1.01 - AUTHORITY:** This regulation is adopted under authorization of Division 5, comprising Sections 4700 through Section 4857 and Sections 5470 through 5474.10 of the Health and Safety Code of the State of California and California Government Code Section 54738, et seq. The legal authority needed to implement a pretreatment program is listed in 40 CFR 403.8 (f)(1).

**SECTION 1.02 - RULES AND REGULATIONS:** The following rules and regulations setting forth uniform requirements for wastewater contributors to the District's collection, treatment, and disposal systems, establishing terms and conditions for new and existing sewer services, and providing the policy and direction for the design, inspection, and construction of all sanitation works to be accepted, owned, and operated by the District; are hereby adopted, and all work in respect thereto shall be performed as herein required and not otherwise, unless modified and adopted by ordinance or resolution, as applicable, by the Board of Directors of the District.

With respect to installation, alteration, or repair of sewer facilities, this Ordinance shall not, except as otherwise provided herein, apply retroactively and, in the event of an alteration or repair hereafter made, it shall apply only to the new materials and methods used therein. However, this Ordinance shall apply retroactively with respect to sewer use as set forth in Articles VI, IX, X and XI.

**SECTION 1.03 - SHORT TITLE:** This Ordinance shall be known as the *Sanitation Code of the Sonoma Valley County Sanitation District*.

**SECTION 1.04 - PURPOSE:** This Ordinance sets forth uniform requirements for contributors to the wastewater collection and treatment systems of the District, and enables the District 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 District office. The objectives of this Ordinance are to:

- A. Comply with the laws of the State of California and of the United States relating to the protection of the environment, control of water pollution, disposal of hazardous wastes, and pretreatment of industrial discharges to Publicly Owned Treatment Works (POTW).
- B. Prevent the introduction of wastes into the District's wastewater system which will interfere with the operation of the system or other District operations.

- C. Prevent the introduction of wastes into the District's wastewater system which will pass through the system, inadequately treated, into receiving waters or the atmosphere or otherwise be incompatible with the system's overall operations.
- D. Prevent introduction of toxic substances to the District's wastewater system which could impair treatment processes or reach the environment in toxic amounts.
- E. Prevent the introduction of wastes into the system which may affect the District's ability to dispose of its ash, sludge, or other residuals.
- F. Improve the opportunity to recycle and reclaim wastewater and sludge from the system.
- G. Prevent the introduction of wastes that may be inadequately treated by District facilities and may adversely affect the environment, or may cause a violation of the District's National Pollution Discharge Elimination System (NPDES) Permit(s), or may contribute to the need for modification of the District's NPDES Permit(s).
- H. Protect District personnel while conducting activities related to the collection, treatment, and disposal of wastes through the District facilities.
- I. Prevent a public hazard or public nuisance arising from the collection, treatment, and disposal of wastes through the District system.
- J. Prevent the introduction of wastes to sewers connected to the District system that could result in the District being classified as a hazardous waste treatment, storage, or disposal facility under the laws of the State of California or the United States.
- K. Provide for equitable distribution of the costs of the District's source control program.

This Ordinance sets forth terms and conditions for the addition of new contributors to the District's wastewater collection systems including design, construction, and inspection requirements, and guidelines for establishing connection fees and development review services.

This Ordinance provides for the regulation of contributors to the District's wastewater collection systems through enforcement of general requirements for users and through the issuance of permits or permit contracts to certain users; authorizes monitoring and enforcement activities; requires user reporting where applicable; establishes administrative review procedures; and establishes the guidelines for establishing fees to provide equitable distribution associated with maintaining a source control program.

This Ordinance shall apply to all discharges within jurisdiction of the District and to discharges from other governmental bodies or agencies who, by contract or agreement with the District, are users of the District's treatment plants. Except as otherwise provided herein, the General Manager of the Agency shall administer, implement, and enforce the provisions of this Ordinance.

**SECTION 1.05 - VIOLATIONS UNLAWFUL:** Following the effective date of this Ordinance, it shall be unlawful for any person to connect to, construct, install or provide, maintain, and use any sewage works of the District except as provided by this Ordinance.

**SECTION 1.06 - RELIEF ON VARIANCE APPLICATION:** When any person by reason of special circumstances is of the opinion that any provision of this Ordinance is unjust or inequitable as applied to his/her premises, he/she may make written application of a variance to the General Manager, stating the special circumstances, citing the provision complained of, and requesting suspension or modification of that provision as applied to his/her premises.

Upon receipt of such variance application, the General Manager shall review the application. If the General Manger does not object to the granting of a variance, the General Manager shall set the matter for a hearing before the Board as soon as practicable after review of the application and in accordance with Board procedures, and give written notice thereof to the applicant. If the General Manager objects to the granting of a variance, the General Manger shall provide a written denial to the applicant. The applicant may appeal the denial to the Board by providing a written appeal to the General Manger within fourteen (14) days after receipt of the General Manager's written denial. Failure to appeal within this timeframe shall constitute a waiver of the right to appeal. The appeal should include the applicant's arguments in support of the appeal. The General Manger shall then set the matter for hearing before the Board a soon as practicable in accordance with Board procedures. Whenever, in the judgment of the Board, it is unnecessary or unjust to require compliance with any provision of this title, the Board may grant a variance therefrom. In granting any such variance, the Board may impose any condition it determines is just and proper and will secure substantially the general objectives of this title. The application fee shall not exceed the administrative costs for processing the variance application and shall be calculated by the District and paid for by the applicant prior to the date of the Board hearing. Pending the hearing before the Board, the decision of the General Manager shall remain in full force and effect until acted on by the Board.

However, if such application is approved, the Board may, by resolution, suspend or modify the provision complained of, as applied to such premises, to be effective as of the date of the variance application approved by the Board, but only to the extent compatible with State and Federal laws, rules, and regulations pertaining to wastewater facilities.

**SECTION 1.07 - RELIEF ON OWN MOTION:** The Board may, on its own motion, find that by reason of special circumstances any provision of this regulation and Ordinance should be suspended or modified as applied to a particular premise, but only to the extent compatible with State and Federal laws, rules, and regulations pertaining to wastewater facilities, and may, by resolution, order such suspension or modification for such premises during the period of such special circumstances, or any part thereof.

**SECTION 1.08 - GENERAL MANAGER/CHIEF ENGINEER:** The General Manager of the Agency shall act as the General Manager on behalf of the District. The duties of the General Manager, shall include, but not be limited to, supervision of inspection, installation, connection, maintenance, and use of all sanitation works of the District. The General Manager shall enforce all provisions of this Ordinance. The General Manager may delegate certain of his duties to other qualified officers or employees of the Agency or of the County. Any such delegation shall be in writing. Where General Manager is noted in this document, it shall mean General Manager or

his/her designated representative. To the extent that any ordinance, resolution, agreement or other action approved by this Board has delegated any specific authority to a General Manager/Chief Engineer, such delegated authority shall be carried out by the General Manager except as provided herein. To the extent that the duties so delegated must, by law, be carried out by an engineer, they shall be carried out by the Chief Engineer.

**SECTION 1.08.01 – CHIEF ENGINEER:** The Chief Engineer of the Agency appointed by the General Manager shall act as the Chief Engineer on behalf of the District and shall be a California registered Civil Engineer.

**SECTION 1.09 - REPEAL:** All other ordinances and parts of other ordinances inconsistent or conflicting with any part of this Ordinance are hereby repealed to the extent of such inconsistency or conflict. However, nothing in this Ordinance is intended to repeal, extinguish, suspend, or allow to elapse any obligation or requirement set forth in existing permits or allow to elapse any obligation to pay fees then due under prior ordinances.

## ARTICLE II - DEFINITIONS

SECTION 2.01 - DEFINITIONS

SECTION 2.02 - ADDITIONAL DEFINITIONS

SECTION 2.03 - ABBREVIATIONS

**SECTION 2.01 - DEFINITIONS:** Other definitions exist in the 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:

Act or "the Act" shall mean the Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 U.S.C. 1251, et. seq.

Agency shall mean the Sonoma County Water Agency, including the Sanitation Zones, as applicable. In addition, the Agency acts as operator of the County Sanitation Districts.

Amalgam Separator shall mean a device that employs filtration, settlement, centrifugation, or ion exchange to remove amalgam and its metal constituents from a dental office vacuum system before it discharges to the sanitary sewer.

Amalgam Waste shall mean and includes non-contact amalgam (amalgam scrap that has not been in contact with the patient); contact amalgam (including, but not limited to, extracted teeth containing amalgam); amalgam sludge captured by chairside traps, vacuum pump filters, screens, and other amalgam trapping devices; used amalgam capsules; and leaking or unusable amalgam capsules.

Apartment Building shall mean a single residential building in undivided ownership comprised of multiple living units for rent or lease.

Applicant shall mean the person making application for a permit, and shall be the occupant and/or owner, or the occupant and/or owner's authorized representative of the premises to be served by the sewer for which a permit is required.

Average Four Day Limit - see Four Day Average Limit.

Average Monthly Limit - see Monthly Limit.

Batch Discharge shall mean intentional, controllable discharges that occur periodically within an industrial user's process (typically the result of a non-continuous process).

Beneficial Use shall mean the uses of the waters of the State that may be protected against quality degradation including, but not limited to, domestic, municipal, agricultural, and industrial supply; power generation; recreation; aesthetic enjoyment; navigation; preservation and enhancement of

fish, wildlife and other aquatic resources or reserves; and other uses, both tangible or intangible, as specified by Federal or State law.

Best Management Practices (BMP) shall mean schedules of activities, prohibition of practices, maintenance procedures, and other management practices to prevent or reduce unintended discharges to the sanitary sewer system. BMP's include, but are not limited to, pretreatment requirements, operational procedures and practices, maintenance and repair of equipment, record keeping, containment to prevent spills or leaks, sludge or waste disposal, good housekeeping practices or diversion of water away from raw materials or chemical storage areas.

Biochemical Oxygen Demand (BOD) shall mean the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure, five (5) days at twenty (20) degrees centigrade expressed in terms of weight and concentration [milligrams per liter (mg/L)].

Blowdown shall mean removal of accumulated solids in boilers to prevent plugging of boiler tubes and steam lines. In cooling towers, blowdown is used to reduce the amount of dissolved salts in the recirculating cooling water.

Board shall mean the Board of Directors of the Sonoma Valley County Sanitation District.

Building shall mean any structure used for human habitation or a place of business, recreation, or other purpose.

Building Sewer shall mean that portion of any sewer beginning at a point two (2) feet outside the foundation line of any building and running to the property line, public road/street right-of-way line, sewer easement right-of-way line, or to a private onsite wastewater treatment system.

Bypass shall mean the diversion of wastestreams from any portion of a user's treatment facility.

Categorical Limits shall mean industrial waste discharge pollutant effluent limits developed by EPA that are applied to the effluent from any industry in any category anywhere in the USA that discharges to a POTW. These are pollutant effluent limits based on the technology available to treat the wastestreams from the processes of the specific industrial category and normally are measured at the point of discharge from the regulated process. The pollutant effluent limits are listed in the *Code of Federal Regulations (CFR)*.

Categorical User shall mean all industrial users subject to Categorical Pretreatment Standards under 40 CFR 403.6 and 40 CFR Chapter I, Subchapter N, 405 - 471. These industries are known to have wastewater discharges which contain materials that, if untreated, can pose significant risks to personnel, collection systems, and wastewater treatment plant processes. These industries are required to pretreat process wastestreams to meet specific toxic pollutant limits set by the EPA prior to discharge to the system's sewers. Some examples of categorical industries include: metal finishers; electrical and electronic components manufacturers; canned and preserved seafood processors; timber products processors; and soap and detergent manufacturers. (see User Classifications, Section 6.16)

Categorical Standards shall mean national pretreatment standards which specify quantities or concentrations of pollutants or pollutant properties that may be discharged by industrial users in specified industrial subcategories.

Chain of Custody shall mean a record of each person involved in the possession of a sample, from the person who collected the sample -- to the person transporting the sample -- to the person who analyzed the sample in the laboratory -- to the person who witnessed disposal of the sample.

Chemical Oxygen Demand (COD) shall mean a measure of the oxygen-consuming capacity of inorganic and organic matter present in wastewater. COD is expressed as the amount of oxygen consumed from a chemical oxidant in mg/L during a specific test. Results are not necessarily related to the biochemical oxygen demand (BOD) because the chemical oxidant may react with substances that bacteria do not stabilize.

Clean Water Act shall mean an act passed by the U. S. Congress to control water pollution, known as the Federal Water Pollution Control Act of 1972 (Public Law [PL] 92-500). It was later amended in 1977, known as the Clean Water Act (PL 95-217), and amended again in 1987, known as the Water Quality Act (PL 100-4) and as later amended.

Cleanout shall mean a piped structure conforming to Agency Standards with a removable cap or cover installed at the upper end of a Main Sewer, at the edge of right-of-way for a Lateral Sewer, or in the on-site Building Sewer which provided access to the sewage collection system for the purpose of inserting tools for cleaning, removing blockages, and video inspection.

Collection System shall mean the District's sanitary sewers, pump stations, sample locations, manholes, cleanouts, and other similar facilities lying within a public road/street right-of-way or public sewer easement which accept, collect, and convey sanitary sewage to the District's treatment plant(s).

Commercial or Industrial Condominium shall mean a single building comprised of individually owned parcels/units intended as a place of business for commercial or industrial user enterprises.

Combined Sewer shall mean a sewer receiving both surface runoff and sewage.

Commercial User shall mean any non-residential user which is not included within the definitions and parameters of an SIU. Users in this classification generate no process wastewater and discharge only domestic wastewater to the sanitary sewer system.

Compatible Pollutants shall mean those pollutants that are normally removed by the POTW treatment system. Biochemical oxygen demand (BOD), suspended solids (SS), and ammonia are considered compatible pollutants.

Composite Grab Sample shall mean a sample consisting of at least four (4) grab samples taken during the entire sampling period.

Composite Sample shall mean a collection of individual samples obtained throughout the entire sampling period.

Conservative Pollutant shall mean a pollutant found in wastewater that is not changed while passing through the treatment processes in a publicly owned treatment works (POTW). This type of pollutant may be removed by the POTW treatment processes and retained in the plant's sludges or it may leave as part of the plant effluent. Heavy metals such as cadmium and lead are considered conservative pollutants.

Conventional Pollutants shall mean those pollutants which are usually found in domestic, commercial, or industrial wastes such as suspended solids, biochemical oxygen demand, pathogenic (disease-causing) organisms, adverse pH levels, and grease.

Contractor shall mean any individual, firm, corporation, partnership, or association duly licensed by the State of California to enter into contracts to perform the permitted work of installing Sewerage Works, or the owner(s) of private property constructing permitted Building Drains or Building Sewers or other Sewerage Works only on their own private property.

Cooling Water shall mean the water discharged from any source such as air conditioning, cooling, or refrigeration; or to which the only pollutant added is heat.

County shall mean the County of Sonoma, State of California.

Cross-Sectional Grab Sample shall mean a grab sample which is representative of the entire contents of a tank or container. This sample shall be collected using a technique that takes samples at various depths of the tank or container.

Design and Construction Standards for Sanitation Facilities shall mean the set of documents containing design and construction standards for all sanitation works of the District, dated February 3, 2009, together with subsequent amendments.

Dilution Stream shall mean any wastewater not generated by a process which is regulated for a specific pollutant by a categorical standard under 40 CFR 403, Subchapter N.

Direct Discharge shall mean a source that discharges pollutants directly into receiving waters (waters of the state).

District shall mean the Sonoma Valley County Sanitation District.

District Facilities shall mean all of the District's system of collecting, conveying, treating, and disposing including, but not limited to, the collection system, treatment plant, and disposal facilities. This includes any publicly owned facility connected to the District's collection system which generates wastewater treated at the District's treatment plant(s).

Domestic Wastewater shall mean the liquid and solid waterborne wastes derived from the ordinary living processes of humans. Domestic wastewater shall be of such character as to permit satisfactory disposal, without special treatment, into the public sewer system or by means of a private onsite wastewater treatment system. For the purpose of this definition, domestic wastewater shall have a BOD and suspended solids concentration of 300 milligrams per liter or less.

Enforcement Response Plan (ERP) shall mean a plan which includes, but is not limited to, describing how the District will investigate and take appropriate enforcement actions for instances of noncompliance of the Sanitation Code; describing the types of escalating enforcement responses the POTW will take in response to all anticipated types of user violations and the time periods within which responses will take place; identifying (by title) the official(s) responsible for each type of response; and adequately reflecting the POTW's primary responsibility to enforce all applicable pretreatment standards and requirements as outlined in 40 CFR 403.8(f)(1) and (f)(2).

Environmental Compliance Inspector shall mean any person, delegated by the GM, who conducts inspections and investigations of industrial pretreatment facilities to ensure protection of the environment and compliance with agency, local, state, and federal regulations.

Environmental Protection Agency or EPA shall mean the U.S. Environmental Protection Agency, or, where appropriate, the term may also be used as a designation for the Administrator or other duly authorized official of said agency.

Equivalent Single-Family Dwelling Unit (ESD) shall mean any structure constructed for occupancy of one single family. This classification includes trailers and mobile home units with connections to the District sewer systems.

Flow Proportional (Composite) shall mean the volume of each individual sample is proportional to the rate of flow at the time the sample was collected or individual samples of equal volume are collected at intervals determined by a specific volume of flow passing a sample point.

Foundation Drain shall mean a drainage system to collect and dispose of storm or ground water near the foundation of a building or in a basement of a building.

Four Day Average Limit shall mean any four (4) consecutive days of sampling and analysis collected during a given period of time (week, month, quarter, etc.) for specified industrial sources, e.g., electroplating. No calculated 4-day average limit may include sampling data from any other 4-day average.

Garbage shall mean solid wastes from the preparation, cooking, and dispensing of food and from the handling, storage, and sale of produce.

Grab Sample shall mean a sample which is taken from a waste stream on a one-time basis with no regard to the flow in the waste stream and without consideration of time.

Granny Unit – See Second Dwelling Unit.

Hauled Waste shall mean any waste transported and discharged to the District POTW or sanitary sewer system from the place of origin or storage via rail, truck, or other mode of transportation.

Hazardous Waste shall mean any substance as defined in 40 CFR Part 261 Subpart C and D and Health and Safety Code Section 25141, and California Code of Regulations - Title 22, Division 4.5, Chapter 11, Section 66261 et. seq.

Holding Tank Waste shall mean any waste from either fixed or mobile holding tanks, including but not limited to, vessels, chemical toilets, campers, trailers, septic tanks, and vacuum-pump tank trucks.

Indirect Discharge shall mean the discharge or introduction of either domestic or industrial wastes into the sanitary sewer system for treatment prior to, or in lieu of, being discharged into receiving waters.

Industrial User (IU) shall mean any of the following:

- (i) Any contributor of person who contributes, causes, or permits the contribution of industrial waste or wastewater into District facilities;
- (ii) The property owner of property connected to District facilities and contributing industrial waste or wastewater into District facilities via a building sewer;
- (iii) The owner of a building sewer connected to District facilities and contributing industrial waste or wastewater into District facilities.

Industrial Wastewater shall be all water-carried wastes and wastewater of the community, excluding domestic wastewater, derived from any producing, manufacturing, processing, institutional, commercial, agricultural, or other operation. Industrial wastewater may also include wastes of human origin similar to domestic wastewater which have been mixed with industrial wastes or wastewater prior to discharge to the District's facilities. Industrial wastewater shall include wastes hauled by truck, rail, water vessel or other source regardless of origin.

Infiltration shall mean water entering the sewer system from the ground through such means as pipes, pipe joints, connections, or manhole walls.

Inflow shall mean water entering the sewer system from surface sources such as manhole covers, open cleanouts, yard or basement drains or roof drains.

Instantaneous Maximum Allowable Discharge Limit shall mean the maximum concentration of a pollutant allowed to be discharged at any time, determined from the analysis of any discrete or composite sample collected, independent of the industrial flow rate and the duration of the sampling event.

Interceptor shall mean an Agency-approved precast or cast-in-place concrete, high-density polyethylene, coated steel, or other plastic containment device designed to intercept, trap, or otherwise prevent grease, sand, flammable liquids, or other substances potentially harmful to the sewerage system from entering said system.

Interference shall mean the inhibition or disruption of wastewater treatment plant operations or processes, sludge disposal and/or reuse, wastewater reclamation, or marsh processes or operations, which contributes to a violation of any requirement of the District's NPDES Permit(s) or other agency, local, state, and/or federal requirements.

ISO 11143 shall mean the International Organization for Standardization's standard for amalgam separators.

Lateral Sewer shall mean the portion of a sewer connecting a Building Sewer to the District's Main Sewer which is owned by the District but maintained by the private property owner and lying within a public road/street or public sewer easement.

Living Unit shall be a structure containing a kitchen or electrical wiring and/or plumbing for potential use of a kitchen.

Main Sewer shall mean a public sewer lying within a public road/street or public sewer easement designed to accommodate one or more than one side sewer and for which suitable access can be provided for maintenance reasons at the sole discretion of the District.

Mass Discharge Rate shall be the weight of material discharged to the sewer system during a given time interval. Unless otherwise specified, the mass discharge rate shall be measured in pounds per day of a particular constituent or combination of constituents.

Maximum Daily Concentration shall mean the maximum allowable discharge of a pollutant during a calendar day. Where daily maximum limitations are expressed in units of mass, the daily discharge is the total mass discharged over the course of the day. Where maximum limitations are expressed in terms of concentration, the daily discharge is the arithmetic average of the pollutant concentration derived from all measurements taken that day.

Monthly Average Limit shall mean a fixed number of samples taken during a one month period, for specific industrial sources, e.g., metals finishing, and may be based on only one, or as many as 31 sampling events.

Multiple-Family Dwelling shall mean any structure under one ownership constructed for occupancy of more than one family, each separate living quarters to be referred to as a unit.

National Pollution Discharge Elimination System or NPDES Permit shall mean a permit issued pursuant to Section 402 of the Clean Water Act (33 U.S.C. 1342).

National Pretreatment Standard or Pretreatment Standard shall mean any regulation containing pollutant discharge limits promulgated by the EPA in accordance with Sections 307(b) and (c) of the Clean Water Act which applies to Industrial Users. This term includes prohibitive discharge limits established pursuant to 40 CFR 403.5.

New Industrial User shall mean any of the following:

- (i) A person who has not contributed, or caused or permitted to be contributed, industrial waste or wastewater into District facilities from a given building, structure, facility, or installation;
- (ii) The property owner of a property connected to District facilities that has not contributed industrial waste or wastewater into District facilities via a building sewer;

- (iii) The owner of a building sewer connected to District facilities that has not contributed industrial waste or wastewater into District facilities.

New Source shall mean any building, structure, facility, or installation from which there may be a discharge of pollutants, the construction of which commenced after the publication of proposed Federal pretreatment standards which will be applicable if such standards are thereafter promulgated, provided that: (1) the building, structure, facility, or installation is constructed at a site at which no other source is located; (2) the building, structure, facility, or installation totally replaces the process or production equipment that causes the discharge of pollutants at an existing source; (3) the production of wastewater generating processes of the building, structure, facility, or installation are substantially independent of an existing source at the same site. In determining whether these are substantially independent, factors such as the extent to which the new facility is integrated with the existing plant and the extent to which the new facility is engaged in the same general type of activity as the existing source would be considered.

New User shall mean any of the following:

- i) A person who has not contributed, or caused or permitted to be contributed, waste or wastewater into District facilities from a given building, structure, facility, or installation;
- (ii) The property owner of a property connected to District facilities that has not contributed waste or wastewater into District facilities via a building sewer;
- (iii) The owner of a building sewer connected to District facilities that has not contributed waste or wastewater into District facilities.

Non-Compatible Pollutants shall mean pollutants which are not normally removed by the POTW treatment system. These pollutants may include but are not limited to toxic wastes and pollutants which pass-through or interfere with the treatment system and those pollutants as listed by EPA. Examples of non-compatible pollutants include heavy metals such as copper, nickel, lead and zinc; organics such as methylene chloride, 1,1,1-trichlorethylene, methyl ethyl ketone, acetone, and gasoline; or sludges.

Notice of Violation (NOV) shall mean a document issued by the District informing the user that it has violated the District's Sanitation Code and that appropriate corrective action must be taken.

Onsite Wastewater Treatment System(s) shall mean individual disposal systems, community collection and disposal systems, and alternative collection and disposal systems that use subsurface disposal. The short form of the term may be singular or plural. OWTS do not include "graywater" systems pursuant to Health and Safety Code Section 17922.12.

Ordinance shall mean the Sanitation Code including any and all amendments thereto.

Outside Sewer shall mean a sanitary sewer which extends beyond the jurisdictional boundaries of the District.

Parcel shall mean the land or air space associated with an Assessor's Parcel Number.

Pass Through shall mean a discharge from wastewater treatment facilities into waters of the state in quantities or concentrations which, alone or in conjunction with a discharge or discharges from other sources, contributes to a violation of any requirement of the District's NPDES Permit(s) or other State and/or Federal requirements.

Permit shall mean any written authorization required pursuant to this Ordinance or other District rules and regulations, prior to the installation or construction of any specific sewage works under specific conditions at specific locations, or the use of any public sewers.

Permittee shall mean a person to whom the District has issued a permit for sewer construction or use.

Person shall mean any individual, firm, company, partnership, association, and private or public or municipal corporations, trust, estate, the United States of America, the State of California, districts, all political subdivisions, governmental agencies, or other legal entities and mandataries thereof, or their legal representatives. The masculine gender shall include the feminine and the singular shall include the plural where indicated by the context.

pH shall mean the logarithm (base 10) of the reciprocal of the concentration of hydrogen ions expressed in moles per liter of solution.

Plumbing Fixture Units shall mean fixture unit load values for the sizing drainage piping and Building Sewers, computed from Section 703.2 and Tables 7-3 and 7-4 of Chapter 7 of the California Plumbing Code (most recent County adopted version); however, minimum Building Sewer size shall be four (4) inches in diameter.

Plumbing System shall mean all plumbing fixtures and traps; or soil, waste, special waste and vent pipes; and all sanitary sewer pipes within a building and extending to the building sewer connection two (2) feet outside the building foundation thereof.

Pollutant shall mean any dredged spoil; solid waste; incinerator residue; sewage; garbage; sewage sludge; munitions; hazardous wastes; chemical wastes; biological materials; radioactive materials; heat; wrecked or discharged equipment; rock; sand; cellar dirt; and industrial, municipal, and agricultural waste discharged into water; or any other pollutant as defined in Section 502 (6) of the Clean Water Act.

Pollution shall mean an alteration of the quality of the waters of the State by waste to a degree which unreasonably affects (1) such waters for beneficial use, or (2) facilities which serve such beneficial uses, or which create a hazard to the public health.

Pollution Prevention shall mean any action which causes a net reduction in the generation of hazardous and/or non-hazardous waste, and may also include any steps taken (a) before a hazardous waste is generated to lessen the properties which cause the waste to be classified as hazardous, or (b) to reduce pollutant loadings from all process discharges prior to disposal to a POTW.

Pretreatment or Treatment shall mean the reduction, elimination, and/or the alteration of the amount or nature of pollutant properties in wastewater to a less harmful state prior to, or in lieu of,

discharging or otherwise introducing such pollutants into District facilities. Reduction, alteration or elimination may be obtained by physical, chemical, or biological processes; or process changes by other means, except as prohibited by State and Federal regulations.

Pretreatment Requirements shall mean any substantive or procedural treatment requirement, other than a National Pretreatment Standard, applicable to the industrial user.

Pretreatment Standard shall mean any regulation of the District, State, or EPA containing pollutant discharge limits or other procedural or substantive requirements of the user.

Priority Pollutants shall mean those toxic pollutants listed in Appendix D of the Clean Water Act.

Private Main Sewers shall mean:

1. Those on-site main sewers for which adequate access cannot be provided for public maintenance purposes at the sole discretion of the District, and which serve multiple buildings on a single parcel or multiple parcels, and for which there is an existing contract between the District and the responsible owners' association representing the multiple buildings or multiple parcels.
2. Those on-site main sewers for Mobile Home Parks or Public Schools that are under the jurisdiction of the State of California Department of Housing and Community Development or the State Division of Architecture, respectively.

Process Water shall mean water used in any manufacturing, forming or thermal process, or any other operation during which its characteristics are modified.

Public Sewers shall mean Main Sewers and Lateral Sewers within public roads/streets or within public sewer easements and which are directly controlled by, or under the jurisdiction of, the District.

Publicly Owned Treatment Works (POTW) shall mean a treatment works which is owned by a state, municipality, city, town, special sewer district, or other publicly owned and financed entity (defined by Section 502(4) of the Act) as opposed to a privately (industrial) owned treatment facility. The term POTW also includes any devices and/or systems used in the storage, treatment, recycling, and reclamation of municipal sewage or industrial wastes of liquid nature. Also included are sewers, pipes, and other conveyances that convey wastewater to the POTW treatment plant. (see Direct and Indirect Discharge)

Representative Sample shall mean a sample portion of material or wastestream that is as nearly identical in content and consistency as possible to that in the larger body of material or wastestream being sampled.

Residential Condominium shall mean a single residential structure comprised of multiple individually owned living units.

Revocation shall mean the cancellation or nullification of the industrial user's permit, which terminates all rights and privileges of the industrial user to discharge to the District's sanitary sewer system on a permanent basis.

Roof Drain shall mean a drain designed to collect rainfall from a building roof.

Sanitary Sewer or Sewer shall mean a pipe or conduit which carries sewage and to which storm, surface, and groundwaters are not intentionally admitted.

Sanitary Sewer System or Sewer System shall mean Main Sewers, Lateral Sewers, pipes, manholes, cleanouts, or any other appurtenance which facilitates the flow of waste or wastewater to the Treatment Plant.

Second Dwelling Unit – A detached, second living unit on a single parcel in undivided ownership with a size less than or equal to 840 square feet, or as otherwise determined by the Sonoma County Permit and Resource Management Department, Planning Section, in accordance with the Sonoma County General Plan.

Septic Tank Waste shall mean any sewage from holding tanks such as vessels, chemical toilets, campers, trailers, and septic tanks.

Sewage or Wastewater shall mean a combination of water-carried wastes from residences, business buildings, institutions, and industrial establishments.

Sewage or Wastewater Treatment Plant shall mean any arrangement of devices and structures used for treating wastewater.

Sewage Works or Sewerage shall mean all facilities for collecting, pumping, treating, and disposing of sewage or wastewater.

Sewer shall mean a pipe or conduit for carrying sewage.

Set of Pumps shall mean a fuel dispensing device capable of simultaneously fueling two vehicles.

Side Sewer shall mean all piping included in the privately owned Building Sewer and the publicly owned Lateral Sewer.

Significant Industrial User (SIU) shall mean any industrial user of the District's wastewater disposal system who (1) has a discharge flow of 25,000 gallons or more per average work day, or (2) has a dry weather flow or organic capacity greater than five (5) percent of the capacity of the District's wastewater treatment system, or (3) has in his/her wastes, toxic pollutants as defined pursuant to Section 307 of the Act or in the California Statutes and Regulations, or (4) is found by the District, Regional Water Quality Control Board, or the U.S. Environmental Protection Agency (EPA) to have significant impact, either singly or in combination with other contributing industries, on the wastewater treatment system, the quality of sludge, the system's effluent quality, or air emissions generated by the system and as defined in 40 CFR 403.3 (t). (see SIU Classifications, Article 6)

SIC Code shall mean the Standard Industrial Classification Code, a code numbering system used to identify various types of industries.

Significant Noncompliance (SNC) shall mean any violation of pretreatment standards or requirements as defined in 40 CFR 403.8(f)(2)(viii). SNC includes, but is not limited to, instances

of chronic violations of wastewater discharge limits, slug discharges, violations of compliance schedule milestones, failure to provide compliance data, failure to follow Best Management Practices (BMPs), failure to accurately report noncompliance, or any other violation or group of violations.

Slug Discharge shall mean a discharge capable of causing adverse impacts to the District, its workers, or the environment; or any pollutant including an oxygen-demanding pollutant released in a discharge at a flow rate and/or pollutant concentration which may cause interference with the operation of the District's sanitation system. The discharge will be considered a slug discharge if the flow rate, concentrations, or quantities of pollutants exceed for any time period longer than: (1) fifteen (15) minutes, or (2) more than five (5) times the average twenty-four (24) hour concentration, quantity, or flow during normal operations. A slug discharge is considered to be a discharge of a non-routine, episodic nature, including, but not limited to, an accidental spill or a non-customary batch discharge.

Solid Wastes shall mean all non-waterborne wastes, including garbage, recyclable and non-recyclable solid wastes, such as paper, plastics, demolition debris, and all other solid waste products of the community.

Source Reduction - See Pollution Prevention

Standard Industrial Classification (SIC) shall mean a classification pursuant to the Standard Industrial Classification Manual issued by the Executive Office of the President, Office of Management and Budget, 1972, and any amendments thereto.

Standard Methods shall mean the "Standard Methods for the Examination of Water and Wastewater," a joint publication of the American Public Health Association (APHA), American Water Works Association (AWWA), and the Water Environment Federation (WEF), which outlines accepted laboratory procedures used to analyze the impurities in water and wastewater and as it may be amended.

State shall mean the State of California.

Storm Sewer or Storm Drain shall mean a pipe or other conveyance which is designed to carry unpolluted storm and surface waters or groundwaters and subsurface drainage waters, excluding sewage, which does not discharge to a POTW.

Storm Water shall mean the water running off or draining from the surface or subsurface of an area during and after a period of rain or irrigation.

Street shall mean any public highway, road, street, avenue, alley, way, public sewer easement, or public right-of-way used by, or to be used for, vehicle movement and for access to public sanitary sewer systems.

Subdivision shall mean improved or unimproved land or lands divided for the purpose of sale or lease, whether immediate or future, into two (2) or more lots or parcels.

Surcharge shall mean a charge for service in addition to the basic sewer user and debt service charge, for those users whose discharge contains biochemical oxygen demand (BOD), chemical

oxygen demand (COD), suspended solids (SS), or ammonia nitrogen (N-NH) in concentrations which exceed limits specified herein for such pollutants.

Suspended Solids shall mean the total suspended matter that floats on the surface of, or is suspended in, water, wastewater, or other liquids, and which is removable by laboratory filtering.

Suspension shall mean a temporary physical interruption of sewer service without revoking the permit.

Time Proportional (composite) shall mean samples of equal volume collected at regular intervals of at least once each hour regardless of flow.

Toxic Pollutants shall include, but not be limited to, any pollutant identified pursuant to Section 307(a) of the Clean Water Act. Prohibited materials include organic solvents, pesticides, radiator fluids, organophosphates or similar chemical compounds used as algicides, bactericides, fungicides, herbicides, insecticides, or pesticides. A list of toxic pollutants is on file at the District office.

Trap shall mean a cast iron or stainless steel containment device used for trapping substances in order to prevent grease, sand, or flammable liquids from entering the sanitation system.

Treatment Plant shall mean any facility owned, operated, and/or maintained by the District that is designed to provide treatment of wastewater.

Trunk Sewer Main – a Main Sewer to which no Lateral Sewers are allowed to connect. Only Main Sewers can connect to a Trunk Sewer Main. All connections to a Trunk Sewer Main shall be at a manhole.

Uniform Plumbing Code shall mean that certain current edition of the Uniform Plumbing Code adopted by the Western Plumbing Officials Association and the County of Sonoma, a copy of which is on file in the office of the District for use and examination by the public, except such sections therein as are shown to be omitted, amended, or added thereto, in said copy. Wherever the term "Administrative Authority" is used in the Uniform Plumbing Code, it shall be construed to mean the Agency's General Manager.

Unit shall mean any structure, or portion of a structure, constructed for occupancy by one single family, one commercial enterprise, one industrial enterprise, or one agricultural enterprise.

Upset shall mean an exceptional incident in which unintentional and temporary noncompliance occurs.

User shall mean any of the following:

- (i) Any person who contributes, causes, or permits the contribution of wastewater into the District's facilities;
- (ii) The property owner of property connected to District facilities via a building sewer;
- (iii) The owner of a building sewer connected to District facilities.

Waste shall mean sewage and any and all other waste substances, liquid, solid, or gases associated with human habitation, or of human or animal origin, or from any industrial processing operation of any nature which has been discarded for any reason.

Wastestream shall mean any avenue in which a waste may be transported, carried, or disposed of, e.g., surface waters, atmosphere, sanitary sewers, storm drains, landfills, and treatment facilities.

Wastewater shall mean the liquid and water-carried industrial and/or domestic wastes from dwellings, commercial buildings, industrial facilities, and institutions. Wastewater also includes groundwater, surface water, and storm water that may be present in the wastewater, whether treated or untreated, which is permitted to enter the District's facilities.

Wastewater Constituents and Characteristics shall mean the individual chemical, physical, bacteriological and radiological parameters, including volume and flow rate, and such other parameters that serve to define, classify or measure the contents, quality, quantity and strength of wastewater.

Waters of the State shall mean all streams, lakes, ponds, marshes, watercourses, waterways, wells, springs, reservoirs, aquifers, irrigation systems, drainage systems, and all other bodies or accumulations of water (saline or fresh), surface or underground, natural or artificial, public or private, which are contained within, flow through, or border upon the State or any portion thereof.

Yard Drain shall mean a system designed to collect and drain stormwater runoff away from a property.

**SECTION 2.02 - ADDITIONAL DEFINITIONS:** For the purpose of this Ordinance, additional terms shall have the meaning indicated in Chapter 1 of the Uniform Plumbing Code as adopted herein.

**SECTION 2.03 - ABBREVIATIONS:** The following abbreviations shall have the designated meanings:

ACL	Administrative Civil Liability (Complaint)
AO	Administrative Order
BMP	Best Management Practices
BOD	Biochemical Oxygen Demand
BTEX	Benzene, Toluene, Ethylbenzene, Xylene
C	Centigrade
CCR	California Code of Regulations
CFR	Code of Federal Regulations
COD	Chemical Oxygen Demand
CSAR	Compliance Sampling and Analysis Report
EPA	Environmental Protection Agency
ERP	Enforcement Response Plan
ESD	Equivalent single-family dwelling unit
F	Fahrenheit
gal/day	Gallons per day
GM	General Manager
L	Liter
mg	Milligrams
MGD	Million gallons per day
mg/L	Milligrams per liter
NOV	Notice of Violation
NPDES	National Pollutant Discharge Elimination System
OWTS	Onsite Wastewater Treatment System(s)
POTW	Publicly Owned Treatment Works
RCRA	Resource Conservation and Recovery Act
SCWA	Sonoma County Water Agency
SIC	Standard Industrial Classification
SNC	Significant Noncompliance
SSS	Sanitary Sewer System
TDS	Total Dissolved Solids
TRC	Technical Review Criteria
TSS	Total Suspended Solids
ug	Micrograms
ug/L	Micrograms per Liter
USC	United States Code
PAH	Polynuclear Aromatic Hydrocarbons
TTO	Total Toxic Organics

## ARTICLE III - GENERAL CONDITIONS FOR SEWER SERVICE

- SECTION 3.01 - AVAILABILITY OF SEWER SERVICE
- SECTION 3.02 - SERVICE AREA
- SECTION 3.03 - SERVICE AREAS--DISTANCE LIMITATIONS
- SECTION 3.04 - UNLAWFUL DISPOSAL
- SECTION 3.05 - OCCUPANCY PROHIBITED
- SECTION 3.06 - SEWER REQUIRED
- SECTION 3.07 - SERVICE AREAS--PRIVATELY FINANCED COLLECTOR MAINS
- SECTION 3.08 - SPECIAL CONDITIONS
- SECTION 3.09 - EACH UNIT TO HAVE SEWER LATERAL
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- SECTION 3.30 - RECORDATION OF LIMITED PURPOSE AGREEMENT
- SECTION 3.31 - AGREEMENTS WITH OTHER AGENCIES FOR SANITATION SERVICE
- SECTION 3.32 - USER RESPONSIBILITY FOR CONNECTION TO SEWER LATERAL

**SECTION 3.01 - AVAILABILITY OF SEWER SERVICE:** Users are advised to obtain information from the District on the availability of sewer capacity, sanitation facilities to provide service, and other pertinent data to assure satisfactory service before undertaking any development or construction. Many areas within the boundaries of the District can only be served at extremely high costs to the users.

**SECTION 3.02 - SERVICE AREA:** Any person whose premises are within the service limits established for the District may apply for a sewer service connection provided that the District has at that location sufficient sewer capacity to provide the new or additional service without detriment

to those already served. The prospective user will be deemed to be "within service limits as defined by the District boundary" and will be deemed to be within an area which the District has "assumed to serve" only if such prospective consumer is entitled to service under Sections 3.03 and 3.08 and then only on the terms therein stated.

**SECTION 3.03 - SERVICE AREAS--DISTANCE LIMITATIONS:** District sewer mains leading to or near a prospective service area are intended only for points of waste discharge within a maximum distance of three hundred feet of the property line fronting such main. The District does not assume to serve connected or adjacent lands, whether in the same or other ownerships, unless it expressly agrees to do so when the District's sewer main is originally installed.

**SECTION 3.04 - UNLAWFUL DISPOSAL:** It shall be unlawful to construct or maintain within the District boundaries any privy, privy vault, cesspool, seepage pit, or any other type of Onsite Wastewater Treatment System that is not in compliance with current County requirements for on-site wastewater treatment systems.

Existing onsite wastewater treatment systems within the District boundaries that meet County Code requirements for new systems or for which continued use is allowed under County requirements, may be maintained or repaired as authorized by County requirements, or replaced in the same location or another County approved location, but may not be expanded to add capacity. Any replacement of such systems must be with a system that meets current County Code requirements for new systems.

Graywater systems, and other Alternate Water Source systems, as defined in Chapter 16 of the California Plumbing Code, and complying with current County requirements, are not subject to this Section 3.04.

New on-site wastewater treatment systems may be constructed and maintained within the District boundaries under the following conditions:

1. The facilities shall be in compliance with current County requirements and not increase capacity, and
2. The facilities shall be constructed under a permit issued by the Sonoma County Permit and Resource Management Department, and
3. The structure to be served is, or would be, more than 300 feet from a property line fronting a sewer main, and
4. The applicant shall sign and record, at the applicant's expense, an agreement with the District stating that when a new future public collector main sewer is constructed within a public right-of-way to within 300 feet of the structure(s), the owner of the structure(s) shall at their expense, obtain permits from the Sonoma County Permit and Resource Management Department, disconnect from, and abandon, the existing on-site system and reconnect to the new public collector main sewer in accordance with the District Standards, and
5. The General Manager, or the General Manager's delegated staff, shall issue a written finding of infeasibility of making connection to a public main sewer, the basis for the finding of infeasibility, and with a statement of not objecting to the Sonoma County Permit and Resource Department's issuance of a permit to allow construction of an

on-site septic treatment and disposal facility conforming to County Standards. The finding of infeasibility shall be based on documentation provided by the Applicant demonstrating either economic hardship, technical infeasibility, or both.

**SECTION 3.05 - OCCUPANCY PROHIBITED:** No building, industrial facility, or other structure connected to the sewer system of the District shall be occupied until the owner of the premises has complied with all rules and regulations of District and/or applicable regulations of the County of Sonoma or other appropriate jurisdiction.

**SECTION 3.06 - SEWER REQUIRED:** The owner of any building situated within the District boundary and abutting on any street in which there is now located or may in the future be located a public sewer of the District is hereby required at his or her expense to connect said building directly with the proper public sewer, unless the building will discharge to the public sewer through a pretreatment system approved by the District, in accordance with the provisions of this Ordinance, within ninety (90) days after date of official notice to do so, and provided that said public sewer is within three hundred (300) feet of the building.

**SECTION 3.07 - SERVICE AREAS--PRIVATELY FINANCED COLLECTOR MAINS:** As provided in Section 3.29, the District's Board of Directors may limit and define service areas for privately or locally financed collector mains.

**SECTION 3.08 - SPECIAL CONDITIONS:** Where an extension of collector mains is necessary; or where quantities of wastewater are in excess of the capacity of the existing system; or where a substantial investment in pumping, treatment, or disposal is necessary to provide service, the user, after making a written application for service and prior to activating sewer services, will be informed by the District as to the conditions and charges to be made for the particular area and circumstances in question. Rules and regulations for mainline extensions are set forth in Section 3.28 et seq.

**SECTION 3.09 - EACH UNIT TO HAVE SEWER LATERAL:** No sewer lateral shall be installed or provided for more than one living unit, commercial unit, or agricultural or industrial enterprise. However:

- A. The following facilities may be allowed to be served by a common sewer lateral upon receipt of a written request from the applicant:
1. A duplex, apartment, or other multiple-unit residential structure in undivided ownership.
  2. A commercial or industrial structure in undivided ownership where use areas are not enclosed by permanent walls, provided that process and domestic wastestream would not comingle prior to the designated sampling point.
  3. A structure or group of structures owned or exclusively occupied by a public entity or entities.
  4. A residential condominium or similar complex of living units served under a contract between the Agency and a responsible owners' association for the complex.

5. An auxiliary structure, on a residentially zoned parcel, that is not a living unit (without cooking facilities), e.g. garage, workshop, pool house, artist studio, etc. Following receipt of the parcel owner's request letter, an acknowledgment document, prepared by the District from information provided by the owner's request letter will be sent to the property owner, and must be recorded by the property owner against the parcel of land to cover this arrangement.
6. A second dwelling unit (with cooking facilities) located on a single-family parcel in undivided ownership as an attached or detached unit. Following receipt of the parcel owner's request letter, an acknowledgement document, prepared by the District from information provided by the owner's request letter, will be sent to the property owner, and must be recorded by the property owner against the parcel of land to cover this arrangement.
7. A single structure consisting of multiple-parcels/units commercial office condominiums, each parcel/unit intended for individual ownership with each parcel/unit not discharging wastewater constituents of concern, as determined by the District, served under an agreement between the District and a sub-divider or responsible owners' association for the complex, and with the following additional requirements satisfied: The agreement shall include appropriate District-required changes to the Covenants, Conditions, and Restrictions for the structure, shall require revised, recorded title conveyance documents for each parcel/unit which include deed restrictions acceptable to the District restricting discharge only to wastewater constituents which are not of concern as defined in this Code and otherwise by the District, a recorded Terms and Conditions document signed by both the sub-divider or responsible owners' association and the General Manager or authorized designated representative, and a recorded Covenant signed by both the sub-divider or responsible owners' association and the General Manager or authorized designated representative. The sub-divider or responsible owners' association for the complex, shall pay a Sanitation Code Exception Document Processing Charge to reimburse the District for staff and County Counsel administrative costs for processing of the required documents associated with granting the Sanitation Code exception prior to signing of the Terms and Conditions document and the Covenant document by the General Manager or authorized designated representative. With these completed documents in place, and with payment by the sub-divider or owners' association of the Sanitation Code Exception Document Processing Charge, it will not be necessary for the sub-divider, owners' association, or individual owners, to obtain a variance from the Board of Directors.

- B. If two legal living units in separate structures on a single parcel are in one ownership where sewer service to both was granted prior to January 1, 1995, and both were legal living units at that time, they may continue to be served through a single sewer lateral where one user assumes responsibility for all service to such parcel. An acknowledgement document per Section 3.09A, Paragraph 6 must be recorded against the parcel if there is a change in ownership after January 1, 1995.

**SECTION 3.10 - SUBDIVISION OF OWNERSHIP:** If the ownership of a structure or group of structures receiving sewer service through a single lateral connection pursuant to Sections 3.09 (A) 1, 2, 3 or (B) is subdivided, new sewer laterals shall be installed, and the fees and charges therefore shall be paid, to the extent necessary to provide a separate sewer lateral to each

separately owned unit or parcel, unless service is furnished under subsection (A) 4 of Section 3.09.

**SECTION 3.11 - ENVIRONMENTAL REVIEW:** All Agency projects and private developments are subject to the requirements of the California Environmental Quality Act (Public Resources Code Section 21000 et seq.), and the State Guidelines for Implementation of the California Environmental Quality Act (CFR, Section 15000 et seq.). All Agency projects are also subject to the CEQA Implementing Procedures of the Sonoma County Water Agency (Agency Implementing Procedures). Under the Agency Implementing Procedures, the Agency will act as a Lead Agency and will prepare environmental documents as needed for Agency projects. Persons planning private developments should contact the appropriate jurisdictional planning agency early in their planning process to determine that agencies' procedures for Implementation of CEQA (the Guidelines). The Agency will act as a Responsible Agency for private developments and will review and comment on environmental documents prepared for private developments in its role as a Responsible Agency as required under CEQA, the Guidelines, and the Agency Implementing Procedures.

No sewer service permit or mainline extension permit will be granted without compliance with said requirements.

**SECTION 3.12 - COMPLIANCE WITH ALL LAWS:** No sewer service permit or mainline extension permit will be granted to any structure or property where the development or use of said structure or property, as proposed by the applicant, would be in violation of any applicable Federal, State, or local laws, ordinances or regulations.

**SECTION 3.13 - APPLICATIONS, PERMITS AND FEES:** No public sewer, lateral sewer, building sewer, or other sanitation facility shall be installed, altered, or repaired within the jurisdiction of the Agency until an application for a sewer service permit, mainline extension permit, or other type of permit application has been reviewed and approved by the District and all fees paid in accordance with the requirements of this Ordinance and other rules and regulations of the District.

**SECTION 3.14 - CHANGE IN CHARACTER OR INCREASE IN THE AMOUNT OF WASTEWATER DISCHARGE FROM EXISTING SEWER LATERAL CONNECTION:** All sewer services granted are solely for the specific use for which application was made. No substantial change shall be made in the character or strength nor shall an increase in the amount of wastewater discharged by user be made through an existing sewer lateral connection except by making application to the District. The District, upon application, shall determine, based upon probable peak wastewater discharge for the particular type of use, whether the existing sewer service is adequately allocated for the new use. The District, at its discretion, will review sewer connections for substantial changes in character or increase in use. A substantial change in character of wastewater discharge includes, but is not limited to, change from one of the following uses to another: single-family residential, multiple residential, commercial, or industrial. When the District determines there is a substantial change in character or increase in the wastewater discharge, a new sewer service application shall be required pursuant to Section 3.15 and additional fees paid when there is an increase in the amount of wastewater discharge.

**SECTION 3.15 - APPLICATION FOR NEW SEWER SERVICE:** Applicants requesting sewer services which require the installation of a new sewer lateral or which substantially changes the character or amount of wastewater discharge from an existing sewer lateral shall make written application for a new connection and ESD (equivalent single family dwelling unit) on a form provided by the District. All blanks thereon shall be filled in completely. The District shall, at its sole discretion, determine the appropriate number of ESD(s) based on the type of use category pursuant to Section 5.03.

**SECTION 3.16 - RESPONSIBILITY OF APPLICANT:** Completed and signed sewer service permits, mainline extension permits, or other types of permit applications constitute an agreement to pay for all services rendered pursuant to that application; and to be bound by all rules and regulations of the District 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 District. All applications other than wastewater discharge permits shall be signed by the legal owner(s) of the parcel served. Wastewater Discharge Permit applications shall be signed by the business owner and legal owner. Such agreement shall be binding upon the applicant(s) and may be modified only by the District except in cases where a written request for modification is received from the applicant and approved by the District. Written request for alteration can only be approved with written permission from the General Manager or his authorized representative.

**SECTION 3.17 - REVIEW OF APPLICATION FOR NEW SEWER CONNECTIONS:** Receipt of application by the District is not a guarantee that a sewer service permit will be issued. Each application will be reviewed individually by the District. After such review, the District reserves the right to grant or reject said application for any cause which may adversely affect the District's wastewater treatment system.

**SECTION 3.18 - FRONTING A SEWER MAINLINE:** "Fronting a sewer mainline," as used in this Ordinance or article, means that a District-owned sewer main is located in a District easement, or fee title, or public way which is immediately contiguous to the parcel to be served and that an imaginary line projected at a right angle to such main extends to or beyond the centerline of the parcel's frontage or the centerline of the structure, whichever is farther.

**SECTION 3.19 - CONDITIONS FOR APPROVAL OF STANDARD NEW SEWER SERVICE INSTALLATION:**

- A. Approval of an application for a new sewer service installation will normally be granted providing that:
1. The property to be served is fronting an existing District sewer main, and
  2. The structure to be served is within three hundred feet of the property line fronting the sewer main, and
  3. Adequate sewer main capacity is available to serve all portions of the property, and
  4. The property served is at such an elevation that gravity flow of wastewater discharge will occur except as permitted under Section 4.05, and

5. Such sewer lateral installation is in compliance with all other District rules, regulations, and conditions of sewer service, and

B. Applicants who cannot meet conditions (1) or (2) of subsection (A) must arrange for a sewer mainline extension permit pursuant to Section 3.28 et seq.

**SECTION 3.20 - APPLICATIONS AND SEWER SERVICE RUN WITH THE LAND:** Each application and each sewer service approved pursuant thereto runs only with the parcel of land for which it is applied and/or approved and may not be transferred to any other parcel of land.

**SECTION 3.21 - DISTRICT LIMIT FOR NEW SEWER LATERAL INSTALLATION:** No District-owned sewer lateral shall be installed on any private property, or extended beyond the curblineline of a street or easement in which a District sewer main is located.

**SECTION 3.22 - USER RESPONSIBILITY FOR CONNECTION TO SEWER LATERAL:** The user shall be responsible for the installation and connection, at the user's own expense, of all building sewer and plumbing systems inside private property. Unless a special written agreement is made to the contrary, all facilities on the user side shall be deemed to be the user's private property. The building sewer and plumbing systems inside private property shall be subject to and governed by this Sanitation Code and by appropriate non-conflicting ordinances of the County of Sonoma or other appropriate jurisdictions and other applicable requirements.

**SECTION 3.23 - USER RESPONSIBILITY FOR MAINTENANCE OF SIDE SEWER** The user's building sewer and plumbing systems shall at all times remain the property of the user who shall be solely responsible for its their maintenance, use, repair, rehabilitation, and replacement. The user is responsible to ensure that, among the building sewer and plumbing systems, all joints are tight, all cleanouts are properly plugged or capped, and all pipes are sound to prevent ex-filtration by waste or infiltration by ground water or storm water. The user is responsible to ensure that the building sewer and plumbing systems are free of any structural defects, cracks, breaks, openings, or missing portions, and the grade of the ground underneath the pipe shall be uniform without sags or offsets. The District is not responsible for doing any work or supplying any materials or equipment in connection with the installation, maintenance, repair, rehabilitation, or replacement of any part of privately owned building sewer or plumbing systems.

The user shall be responsible for the testing, cleaning, and clearing of, at the user's own expense, the side sewer (building sewer and lateral sewer) and the plumbing systems. The user must maintain the side sewer to be free from roots, grease deposits, and other deposits which may impede the flow or obstruct the transmission of waste. A cleanout shall be installed outside the building foundation (within five feet of the foundation wall or as approved by the Chief Engineer) if the District determines such cleanout is necessary for cleaning and testing of the side sewer. A two (2) - way cleanout must be installed at the property line for cleaning and testing of the side sewer pursuant to Article III of this Sanitation Code and to determine if repair or replacement of the lateral sewer is required. Installation of a property line cleanout and building foundation cleanout shall be at the user's expense.

Replacement or repair of the lateral sewer shall be the responsibility of the District and will be performed at the sole discretion of the District.

**SECTION 3.24 - USER RESPONSIBILITY FOR INSTALLATION AND MAINTENANCE OF BACKFLOW PREVENTION DEVICES:** Where a side sewer serves plumbing fixtures that are either (1) located less than one foot above the rim of the nearest upstream manhole or cleanout of the main sewer into which the side sewer connects, or (2) located within the 100-year flood zone, a backflow prevention device shall be installed in the building sewer in accordance with the Agency's Design and Construction Standards for Sanitation Facilities. The backflow prevention device shall be located on private property and shall be installed by the User. The maintenance of the backflow prevention device shall be the sole obligation of the User. The District shall be under no obligation to ascertain that the backflow device continues in operating condition. The installation of a backflow prevention device shall require a permit from and inspection by the District.

**SECTION 3.25 - SEWER SERVICE FOR A SINGLE STRUCTURE:** Where a single structure is to be served, the side sewer must proceed from the District main along such a course so as to avoid traversing a parcel of separate ownership lying between such structure and the District main unless the General Manager, or the General Manager's delegated staff, makes a written finding that traversing such parcel is necessary due to physical restriction, technical feasibility or safety issues, and a permanent property interest in the traversed parcel for placement, maintenance, and replacement of the side sewer is conveyed to the property of the structure being served and such property interest is recorded.

**SECTION 3.26 - SEWER SERVICE FOR TWO OR MORE STRUCTURES:** Where two or more structures are to be served on land under single ownership, separate sewer laterals shall run from the District main substantially at a right angle to each such structure, except as allowed by Sections 3.06, 3.09, and 3.25.

**SECTION 3.27 - OWNERSHIP OF SANITATION FACILITIES:** All lift stations, collector and trunk sewer mains, sewer laterals, manholes, and other facilities installed under this Ordinance shall immediately become the sole property of the District upon installation and final inspection and acceptance by the District.

**SECTION 3.28 - SEWER MAINLINE EXTENSION PERMITS:** Except as sewer trunk and collector mains and other facilities may be extended or installed by the District on its own initiative and partially or wholly at its own expense, extensions of mains may be obtained by developers and others upon entering into a sewer mainline extension permit prepared in accordance with the terms and conditions described by Article IV and herein.

- A. District's Discretion: The final determination whether the District will issue a sewer mainline extension permit shall be at the discretion of the General Manager. No sewer mainline extension permit shall be approved until such time as the District can determine that:
1. The District has sufficient wastewater collection, treatment, and disposal capacity to adequately service the existing sanitation system.
  2. Additional sewer connections will not create a condition detrimental to the present or future District users.

3. The project the extension will service has received final discretionary approval from the lead agency.
  4. The sewer mainline extension agreement will not violate any District rule, regulation, or policy.
- B. Minimum Requirements Prior to Sewer Facilities Installation: No sewer mainlines, manholes, laterals, or other facilities shall be installed until such time that the roadways are completed to subgrade, unless otherwise approved by the General Manager.
- C. Additional Constrained System Requirements: Whenever the District determines that existing trunk sewers, collector sewers, or lift stations are insufficient to adequately serve any sewer mainline extension, the District shall not issue a sewer mainline extension permit for such extension until such time the applicant agrees to pay the full cost of furnishing out-of-tract trunk or collector lines or other facilities so that said extension will not adversely affect other users or potential users of existing sewer pipelines.
- D. Special Contracts: The District may enter into special contracts relating to cost sharing and/or refunds or advances made or incurred when providing or enlarging trunk or collector mainlines, lift stations, or other facilities. Considerations for cost sharing by the District may include the following:
1. The facility to be constructed will be replacing an inadequate facility.
  2. The facility to be constructed is an adopted project included in the District's 5-year capital improvement program and is currently a planned capital improvement project of the District.
  3. The District Board has determined that it is within the District's financial capability to finance its share of the improvement.
- F. Outside Users Contract: Where special conditions exist relating to serving an area outside the boundaries of the District, users shall be subject to a special mainline extension agreement between the applicant and the District. No connections shall be made to any parcel located outside of the presently established boundaries of the District until a satisfactory agreement has been entered into with the owner of said parcel and approved by the Board.

**SECTION 3.29 - LIMITED PURPOSE FACILITIES:** If and whenever the District causes sanitation facilities to be constructed to provide sewerage to a specific area, the Board may by resolution determine and declare that such facility shall be a limited purpose facility and subject to the restrictions of this Section. In any such case, the facility shall be deemed to be a special or limited purpose facility not designed or intended to serve any properties other than the specific area described in such resolution. The District shall not be deemed to have assumed to serve any other areas unless and until and to the extent that the Board of Directors expressly so declares by later resolution. In any such case, no person shall have the right to connect with or receive sewer service from such facility, except upon payment of a pro-rated contribution toward its cost, either for retention by the District, or for repayment to the party who financed the initial construction, as applicable. Repayment to the party who financed the initial construction will be made for a period of ten years after the date the limited purpose agreement was entered into for

such construction. At the end of the ten-year period, the designation as a limited purpose facility and agreements for reimbursement terminate and the District may serve any and all areas not specifically identified by the limited purpose resolution.

**SECTION 3.30 - RECORDATION OF LIMITED PURPOSE AGREEMENT:** Where a limited purpose facility is installed pursuant to this Ordinance and the original applicant owns all, or a part of, the additional, prospective "service area" adjacent to or near the facility installed, the District may require the recordation, at the applicant's expense, of a special agreement designating the specific area served and the additional area which is not served, so that future purchasers of the area not served will have notice for the pro rata charge as to their property for sewer service.

**SECTION 3.31 - AGREEMENTS WITH OTHER AGENCIES FOR SANITATION SERVICE:** The District may contract in accordance with the terms and conditions of the California Health and Safety Code, Section 4742.1, with a district, city, governmental agency, person, or other entities, for the handling, treatment, or disposal by the District of wastewater or industrial waste when, in the judgement of the District Board, it is in the best interest of the District to do so, upon such terms and conditions as may be agreed upon, provided that the District facility to be utilized has the capacity for handling, treatment or disposal of such waste, and that the contracting user pays, as required by District, State and/or Federal requirements or law, its proportionate share of the cost of such treatment, handling, and disposal.

**SECTION 3.32 - USER RESPONSIBILITY FOR INSPECTION AND REPAIR OF SIDE SEWER:**

A. Conditions or Times When Inspection is Required

The General Manager or Chief Engineer may require inspection of any side sewer (building sewer and lateral sewer) that is thirty (30) years old or older and connected to the public sewer system. The side sewer shall be tested by the user, at the user's own expense, in accordance with the requirements of this Section, including the testing requirements in Section 3.32B, to ensure the side sewer meets District standards for infiltration and ex-filtration. Testing shall occur within sixty (60) days of notification by the General Manager or Chief Engineer. Testing may be required based upon the District's determination that there is sufficient evidence to conclude:

1. The cleaning, testing, repair, or replacement is required for the protection of the public health, safety, or welfare;
2. The private sewer lateral has recently overflowed, malfunctioned, failed, or caused a prohibited discharge, or is damaged, deteriorating, defective, or likely to fail, or has not been properly maintained;
3. The age of the pipes, or the age of the pipes in combination with observed foliage in proximity to the pipes, are causing a higher than average flow in a neighborhood or area.

Testing will also be required when the District replaces part or all of a main sewer and shall be performed by users with side sewers connecting to the portion of the main sewer being replaced. Testing shall occur within sixty (60) days of notification by the General Manager or Chief Engineer.

## B. Testing Procedures for Side Sewer

The user shall test the side sewer at its own expense and shall notify the District prior to testing. The entire length of the side sewer shall be tested. Testing shall be performed by a state licensed plumbing contractor in accordance with one of the following:

1. Water test in accordance with District testing requirements. Testing requirements and standards are specified in Section 8.8A and Standard Drawing 115 in the most recent version of the Sonoma County Water Agency's "Design and Construction Standards for Sanitation Facilities."
2. Air test in accordance with District testing requirements. Testing requirements and standards are specified in Section 8.8B and Standard Drawing 116 in the most recent version of the Sonoma County Water Agency's "Design and Construction Standards for Sanitation Facilities."
3. Closed Circuit Television Video (CCTV) test in accordance with District testing requirements. Testing requirements and standards shall be provided by the District upon request or upon notification from the District that testing is required.

Videos that fail to satisfy the testing requirements shall be deemed incomplete and shall be returned to the project contact, and a new video complying with all of the testing requirements will be required to be completed.

4. Test results are valid for twelve (12) months from the date of inspection. If the property owner fails to submit the test results within twelve (12) months, the District may require the property owner to re-test the pipeline before reviewing the results.
5. When all conditions have been met to the satisfaction of the District, including the completion of any required repairs, a Letter of Compliance shall be issued by the District.

## C. Failed Test

When a lateral sewer fails to qualify for a Letter of Compliance, the replacement, rehabilitation, or repair of the lateral sewer shall be the responsibility of the District and will be performed at the sole discretion of the District.

When a building sewer fails to qualify for a Letter of Compliance, the user shall repair, replace, or rehabilitate the building sewer in accordance with the District standards in the most recent version of the Sonoma County Water Agency, "Design and Construction Standards for Sanitation Facilities." Within 365 days of the District's notification of a failed test, the user shall obtain the permits for sewer repair, replacement, or rehabilitation from the Sonoma County Permit and Resource Management Department (PRMD) or the City of Sonoma and commence work. Documentation of the final inspection and approval by PRMD or the City of Sonoma shall be provided to the District by the user. The user shall follow procedures specified by PRMD or the City of Sonoma for closing out the permit. All costs of repair, replacement, or rehabilitation of the building sewer shall be borne by the user.

#### D. Re-Testing of Repaired or Replaced Building Sewer

All repaired or replaced building sewers shall be re-tested in accordance with Section 3.32.B and must pass the testing requirements. A written test report or closed circuit television video inspection results shall be provided to the District or designee.

#### E. Exemption(s) From Testing Requirements

A side sewer is not required to be tested pursuant to Section 3.32.B if the user provides the District with documentation that, within twenty (20) years preceding the notification issued under Section 3.32.B, the side sewer passed a test conducted in a manner which meets the requirements of Section 3.32.B, or was constructed, repaired, replaced, or rehabilitated in accordance with the requirements of this Code. This exemption shall not apply if the District has reason to believe the side sewer is in defective condition.

#### F. Hardship Deferral:

1. Request/Finding/Agreement: In the event that the repair or replacement of a building sewer before the deadline specified in this Section should result in undue hardship, a request for hardship status may be submitted to the Chief Engineer before the applicable deadline. The Chief Engineer shall make a hardship finding only if the user presents facts which clearly demonstrate, in the Chief Engineer's sole determination, that the user's payment for and completion of a building sewer repair or replacement at the required time would result in an undue hardship, and that deferral of repair will not present an immediate threat to human health or the environment. Any grant of hardship status shall be pursuant to an agreement signed by the Chief Engineer and the user. If hardship status is granted, up to an additional one hundred and eighty (180) days after the deadline may be granted to repair or replace the building sewer. The agreement shall specify, among other things, the reason for allowing the granting of hardship by referencing the appropriate clause in subparagraph 3.32.F.2, the number of days granted for repair or replacement, and that the user shall be responsible for completing repair or replacement within the timeframe granted. If hardship status is not granted, the user may make a written application for a variance to the General Manager pursuant to Section 1.06 of this Code.

2. Definition of Hardship: Undue hardship shall be defined as (i) the severe illness or incapacitation of the user; (ii) the immediate transfer or removal of the user from the state, thereby making the hiring of a contractor to repair or replace the building sewer impractical or overly burdensome; (iii) any physical or financial situation that would render compliance with the time limits for the repair or replacement of the building sewer extraordinarily difficult or impractical. The user shall bear the burden of submitting documentation and proving the existence of such a bona fide hardship to the satisfaction of the Chief Engineer or General Manager.

#### G. Enforcement

In addition to any other enforcement options available in this Sanitation Code Ordinance or otherwise pursuant to law, for failure of the user and/or other responsible party to comply with this Article, the District may exercise any or all of the following actions:

1. The District may initiate legal action to compel compliance with the requirements of this Article, including an action to impose fines of up to a maximum of \$1,000 for each violation, and each day or part of a day a violation of this Ordinance continues may be deemed a separate violation and may be punishable as such;
2. If there is indication that the building sewer is or may be leaking or may be subject to failure, the District may refer the matter to public health or environmental governmental entities for appropriate action;
3. The District may perform required testing, and repair if necessary, of the side sewer and charge the user of the cost therefor. If the amount is not paid within sixty (60) days after the billing due date, the District may place the amount due or owing, plus interest, on the tax roll for the property for payment during the next property tax billing cycle.

## **ARTICLE IV - TERMS AND CONDITIONS FOR CONSTRUCTION OF SANITATION FACILITIES**

- SECTION 4.01 - PERMIT REQUIRED
- SECTION 4.02 - PROFILE, PLANS, AND SPECIFICATIONS REQUIRED
- SECTION 4.03 - SUBDIVISIONS
- SECTION 4.04 - OLD BUILDING SEWERS
- SECTION 4.05 - SEWER TOO LOW
- SECTION 4.06 - CONNECTION TO PUBLIC SEWER
- SECTION 4.07 - LETTER OF ACCEPTANCE OF SEWER CONSTRUCTION
- SECTION 4.08 - COMPLETION OF SEWER FACILITIES REQUIRED
- SECTION 4.09 - ABANDONMENT OF SEWER
- SECTION 4.10 - PERSONS AUTHORIZED TO PERFORM WORK
- SECTION 4.11 - COMPLIANCE WITH LOCAL REGULATIONS
- SECTION 4.12 - PROTECTION OF EXCAVATION
- SECTION 4.13 - DESIGN AND CONSTRUCTION STANDARDS
- SECTION 4.14 - PROPERTY AND RIGHTS-OF-WAY
- SECTION 4.15 - RECORD DRAWINGS
- SECTION 4.16 - IMPROVEMENT SECURITY
- SECTION 4.17 - GENERAL FINANCING
- SECTION 4.18 - WORK TO BE INSPECTED
- SECTION 4.19 - NOTIFICATION
- SECTION 4.20 - APPROVAL REQUIREMENT--CLOSED CIRCUIT TELEVISION
- SECTION 4.21 - REJECTED WORK
- SECTION 4.22 - ALL COSTS PAID BY OWNER
- SECTION 4.23 - PERMITS REQUIRED BY OTHERS
- SECTION 4.24 - LIABILITY
- SECTION 4.25 - TIME LIMITS ON PERMITS

**SECTION 4.01 - PERMIT REQUIRED:** No person shall construct, extend, or connect to any public sewer without first obtaining a written permit from the District and paying all fees, connection charges, and furnishing bonds as required herein. The provisions of this Section requiring permits shall not be construed to apply to contractors constructing sewers and appurtenances under contracts awarded and entered into by the District.

**SECTION 4.02 - PROFILE, PLANS, AND SPECIFICATIONS REQUIRED:** The application for a new service permit or a mainline extension permit for public sewer construction shall be accompanied by completed plans, profiles, and specifications; complying with all applicable ordinances, rules, and regulations of District; and prepared by a Registered Civil Engineer showing all details of the proposed work, based on an accurate survey of the ground. The application, together with the plans, profiles, and specifications, shall be examined by the General Manager, who shall within thirty (30) days approve them as filed or require them to be modified as he deems necessary for proper installation. If the profiles, plans, and specifications are sufficient and adequate, the District may issue a new service permit or mainline extension permit subject to payment of all connection charges, fees, and furnishing bonds and deposits as required by the District. The permit shall prescribe such terms and conditions as the General Manager finds necessary in the public interest.

**SECTION 4.03 - SUBDIVISIONS:** The requirements of this Ordinance shall be fully complied with, and all required fees shall be paid before any permit may be issued to install sanitation facilities which serve the subdivision in question. The final subdivision map shall provide for the dedication for District use of all public streets or public rights-of-way in which public sewers are to be constructed. Sewer easements shall be dedicated through the preparation and recordation of a separate Sewer Dedication and Easement Agreement document.

**SECTION 4.04 - OLD BUILDING SEWERS:** Old building sewers may be used in connection with new buildings only when they are found, upon examination and testing as required by the General Manager, to meet all requirements of the District. If old building sewers are deemed to be inadequate, they shall be replaced at the owner's expense.

**SECTION 4.05 - SEWER TOO LOW:** In all buildings in which any building sewer is at elevations too low to permit gravity flow to the public sewer, sanitary sewage carried by such building sewer shall be lifted by artificial means approved by the General Manager and discharged to the public sewer at the expense of the owner.

**SECTION 4.06 - CONNECTION TO PUBLIC SEWER:** The connection of the sewer lateral into the public sewer shall be made in accordance with Agency *Design and Construction Standards for Sanitation Facilities* at the permittee's expense. The connection shall be made in the presence of an Agency Inspector and under his/her supervision and direction. Any damage to the District sewer shall be repaired in conformance with Agency *Design and Construction Standards for Sanitation Facilities* at the cost of the permittee.

**SECTION 4.07 - LETTER OF ACCEPTANCE OF SEWER CONSTRUCTION:** The General Manager shall issue a letter of acceptance to the engineer of work for said lateral and/or mainline sewer construction after the General Manager has ascertained from inspection thereof that said lateral and/or mainline sewers were constructed according to the permit's terms and conditions of the new service permit, mainline extension permit, or other agreement. Upon acceptance of the work by the District, a guarantee period of one year shall be in effect. During the one year guarantee period, the District may perform an inspection of any portion of the said sanitation facilities which have been installed pursuant to said permit(s). Any discrepancies of permit terms and conditions discovered within the guarantee period, after acceptance of the work by the District, shall be corrected and/or replaced by the applicant or successor interest at no expense to the District, including, but not limited to, the cost of such maintenance; the cost of any replacement, repair, or reinstallation of any such sewer lines, fittings, or facilities. In the event the applicant or successor interest does not act promptly and to the satisfaction of the District, the District reserves the right to make such repairs, replacements, and reinstallations at the expense of the applicant or his successor interest, and the applicant or his successor in interest shall pay such cost to the District on demand. Such guarantee period may be extended upon disclosure of a defect until one (1) year after correction of the defect.

**SECTION 4.08 - COMPLETION OF SEWER FACILITIES REQUIRED:** Prior to transfer of ownership of any sewer facilities to the District and prior to granting permission to allow any sewage to discharge into the system, the sewer facilities shall be tested, be complete, and in full compliance with all requirements of the Agency Design and Construction Standards for Sanitation Facilities. Any approved special specifications or conditions or separate agreements applicable to the work shall be to the satisfaction of the General Manager. If the work of constructing public

sewerage facilities is not satisfactorily completed within the time limit specified in the permit, the District may extend said time limit, or may complete the work and take appropriate steps to enforce the provisions of the improvement security furnished by the permittee pursuant to Section 4.16 of this Ordinance.

**SECTION 4.09 - ABANDONMENT OF SEWER:** Where a sewer lateral is to be abandoned because of City(s), County, or District regulations, or because of building demolition or destruction, a permit shall be obtained from the District and the lateral shall be capped or plugged in accordance with District requirements.

**SECTION 4.10 - PERSONS AUTHORIZED TO PERFORM WORK:** Only properly licensed contractors shall be authorized to perform the work of public sewer construction within the District jurisdiction. All terms and conditions of the permit issued by the District to the applicant shall be binding on the contractor. The requirements of this Article or Ordinance shall apply to sewer laterals installed concurrently with public sewer construction.

**SECTION 4.11 - COMPLIANCE WITH LOCAL REGULATIONS:** Any person constructing a sewer within a street shall comply with all State, County, or City(s) laws, ordinances, rules, and regulations pertaining to the cutting of pavement, opening, barricading, lighting and protection of trenches, backfilling and repaving thereof, and shall obtain all permits and pay all fees required by the department having jurisdiction prior to the issuance of a permit by the District.

**SECTION 4.12 - PROTECTION OF EXCAVATION:** The applicant or his contractor shall maintain such barriers, lights, signs, and such other safety facilities as are required by State, City(s), County, and local requirements necessary to give warning to the public at all times that a sewer is under construction and of each dangerous condition to be encountered as a result thereof. Trench shoring shall conform to all applicable requirements of the latest revision of Article 6 of the Construction Safety Orders issued by the Division of Industrial Safety, State of California. He shall also likewise protect the public in the use of the sidewalk against any such conditions in connection with the construction of the sewer. Streets, sidewalks, parkways, and other property disturbed in the course of the work shall be reinstalled in a manner satisfactory to the District, City(s), County, or any other person having jurisdiction thereover. Compliance with such safety provisions shall be the sole responsibility of the permittee and shall not be construed to be the responsibility of the District.

**SECTION 4.13 - DESIGN AND CONSTRUCTION STANDARDS:** Minimum standards for the design and construction of sewers and other sanitation facilities within the District's jurisdiction shall be in accordance with the most recent approved resolution, "Design and Construction Standards for Sanitation Facilities" heretofore or hereafter adopted by the District. Copies are on file in the District office. The General Manager may authorize modifications and/or require higher standards where conditions exist to justify such action. The connection shall be made in the presence of a District Inspector under his/her supervision and direction. Any damage to the District sewer shall be repaired in conformance with Agency Design and Construction Standards for Sanitation Facilities at the cost of the permittee.

**SECTION 4.14 - PROPERTY AND RIGHTS-OF-WAY:** No sewer mainlines or other facilities shall be installed until all required right-of-way and fee title of real property required for installation,

operation, and maintenance of the facilities have been furnished by the applicant for approval by the General Manager.

**SECTION 4.15 - RECORD DRAWINGS:** "Record drawings" showing the actual location of all mains, structures, wyes, laterals, cleanouts, pump stations, and other sanitation facilities shall be filed with the District before final acceptance of the work.

**SECTION 4.16 - IMPROVEMENT SECURITY:** Prior to issuance of a permit for public sewer construction, the applicant shall furnish to the District a faithful performance bond, cash, or other improvement security acceptable to the District, in the amount of the total estimated cost of the work as determined by the General Manager. Such faithful performance bond, cash deposit, or other improvement security shall be conditioned upon the performance of the terms and conditions of the permit and, unless more stringent requirements are otherwise specified by the District, shall guarantee the correction of faulty workmanship and replacement of defective materials for a period of one (1) year from and after the date of acceptance of the work by the District. The applicant shall also furnish to the District a labor and material bond, or other security acceptable to the District, in the amount of the total estimated cost of the work.

**SECTION 4.17 - GENERAL FINANCING:** Except as hereinafter provided in Section 3.28, the extension of the public sanitation facilities to serve any parcel or tract of land shall be accomplished by and at the expense of the owner, although the District reserves the right to perform the work itself and bill the owner for the cost thereof, or to perform the work pursuant to special assessment proceedings. The size of all sewer mains and other sanitation facilities shall be in accordance with the requirements of the District.

**SECTION 4.18 - WORK TO BE INSPECTED:** All sewer construction work shall be inspected by the District to insure compliance with all requirements of the District. No sewer shall be connected to the District's public sewer system until the work covered by the permit has been completed, inspected, and approved by the District.

**SECTION 4.19 - NOTIFICATION:** It shall be the duty of the person performing the work authorized by permit to notify the District in writing that said work is ready for inspection. Such notification shall be given not less than two (2) working days prior to request for work to be inspected. It shall be the duty of the person performing the work to ensure that the work will meet or exceed District test requirements prior to making the above notification.

**SECTION 4.20 - APPROVAL REQUIREMENT--CLOSED CIRCUIT TELEVISION:** Prior to the District's acceptance of construction work as being completed, pursuant to this Ordinance, the permittee shall prepare a closed circuit television inspection of all main, lateral, and building sewers for which permit(s) were issued in accordance with the most current revision of the Sonoma County Water Agency's Design and Construction Standards for Sanitation Facilities.

**SECTION 4.21 - REJECTED WORK:** When any work has been inspected and rejected, a certification of satisfactory completion will not be given. However, a written notice shall be given instructing the owner of the premises, or the agent for such owner, to repair the sewer or other work as authorized by the permit in accordance with this Ordinance or any other rules and regulations of the District.

**SECTION 4.22 - ALL COSTS PAID BY OWNER:** All costs and expenses associated with the installation, connection, and inspections performed by the District for sewer or other work for which a permit has been issued, shall be borne by the owner. The owner shall indemnify the District from any loss or damage that may be directly or indirectly occasioned by the work.

**SECTION 4.23 - PERMITS REQUIRED BY OTHERS:** Separate permit(s) must be obtained from the City(s) and/or County or any other person having jurisdiction thereupon by the owners or contractors intending to excavate in a public street for the purpose of installing sewers or making sewer connections.

**SECTION 4.24 - LIABILITY:** The District and its officers, agents, and employees shall not be responsible for any liability, injury, or death to any person, or damage to any property arising during or growing out of the performance of any work by any such applicant. The applicant shall be responsible for, and shall release and hold the District and its officers, agents, and employees harmless from, any liability imposed by law upon the District or its officers, agents, or employees, including all costs, expenses, fees, and interest incurred in defending same or in seeking to enforce this provision. Applicant shall be solely liable for any defects in the performance of his work or any failure which may develop therein.

**SECTION 4.25 - TIME LIMITS ON PERMITS:** Unless an extension of time is granted by the District, if work under a permit is not commenced and completed within the time specified in the permit, the permit shall become void and no further work shall be done until a new permit shall have been secured. Whenever a permit(s) for a new sewer lateral or a mainline extension expires, an additional fee may be paid pursuant to Article V of this Ordinance or subsequent ordinance establishing fees for extensions of time. All requests for extension of time must be made within forty-five (45) days after the expiration date of said permit or applicant must apply for a new permit(s).

## ARTICLE V - FEES AND CHARGES FOR SEWER SERVICE

SECTION 5.01 - CHARGES FOR PERMIT OF NEW SEWER LATERAL CONNECTIONS

SECTION 5.02 - ANNEXATION CHARGES

SECTION 5.03 - CONNECTION FEES

SECTION 5.04 - PARTIAL PAYMENT--SUBDIVISIONS

SECTION 5.05 - ALTERATION OF USE

SECTION 5.06 - CREDIT FOR ADVANCED PAYMENTS

SECTION 5.07 - RENEWAL OR EXTENSION OF PERMIT

SECTION 5.08 - DEVELOPMENT REVIEW SERVICE FEE

SECTION 5.09 - OVERTIME SERVICES

### **SECTION 5.01 - CHARGES FOR PERMIT OF NEW SEWER LATERAL CONNECTIONS:**

Upon approval of a new sewer lateral connection application and payment for the development review service charge and connection fees, as set forth by separate ordinance for the District, the District will issue a permit to the applicant. All deposits made for such charges and fees shall be credited to the parcel of land to be served, shall run with said parcel of land, and are refundable only to the owner of record of said parcel or his/her designee.

**SECTION 5.02 - ANNEXATION CHARGES:** The owner(s) of lands within the areas proposed to be annexed to the District shall deposit with the District a sum to be fixed by fee as established by ordinance for the District. In cases where no fee has been established, a fee will be set by the General Manager prior to the commencement of proceedings by the District Board on the proposed annexation. The amount to be fixed by the General Manager shall be in a sum estimated to equal the engineering, legal, and publication costs; environmental review fees; filing fees of the Sonoma County Local Agency Formation Commission; recording fees; State Board of Equalization filing fees; and all other fees and charges which may be incurred by the District in preparing and examining maps, legal descriptions, and other documents in relation thereto; and other expenses regularly incurred in connection therewith. In the event the deposit exceeds the costs incurred by the District, the excess shall be refunded to the owner(s) following the conclusion of the annexation process. Should the amount of the deposit be insufficient, the owner(s) shall pay such additional sums necessary to cover said costs prior to final District action on the proposed annexation.

**SECTION 5.03 - CONNECTION FEES:** Payment of said connection fee shall be made prior to the issuance of a connection permit and shall be in addition to all other fees and charges required to be paid under District rules and regulations. Connection fees will be based on the number of Equivalent Single-Family Dwelling Units (ESDs) for residential users, commercial and industrial users, and other types of users. Actual connection fees for the District are set forth by separate ordinances that establish said fees.

**SECTION 5.04 - PARTIAL PAYMENT--SUBDIVISIONS:** Subdivisions involving a type of development such that the number of equivalent single family dwelling units to be connected cannot be accurately determined at the time of subdivision, shall make a partial prepayment of connection charges based on one (1) equivalent single family dwelling unit for each subdivision lot.

**SECTION 5.05 - ALTERATION OF USE:** The connection fees are established and applicable for the proposed use of the building at the time said permit is issued. In the event that modification of the building or said sewer facilities occur for which a connection fee was originally established, additional fees will be assessed for the added equivalent single family dwelling units as herein defined at the connection fee rate in effect at the time such alterations or additions are made.

**SECTION 5.06 - CREDIT FOR ADVANCED PAYMENTS:** Whenever the connection fees established, as set forth by separate ordinance, have been advanced or prepaid; or whenever any area or connection fees have been advanced or prepaid pursuant to regulations of the District which were previously in effect; persons obtaining permits for new connections shall be entitled to a credit against the connection fees. Such credit shall be applicable in those instances where the payments have been made to the District and where the actual connections to the sewer facilities of the District have not yet been made as of the effective date of the separate ordinances establishing the connection fees. The credit shall be computed on the same basis and rate as that used at the time of collection, but in no case shall the amount of such credit exceed the amount of connection fees required to be paid under ordinances establishing the connection fees.

**SECTION 5.07 - RENEWAL OR EXTENSION OF PERMIT:** Whenever a permit for sewer installation expires, an additional fee to cover processing fees shall be paid for the issuance of a new permit for said installation. The renewed permit shall conform with any new or revised requirements. In the event that an extension of time is granted to complete work under a District mainline extension permit, an additional fee shall be paid for the renewal or extension of said permit.

**SECTION 5.08 - DEVELOPMENT REVIEW SERVICE FEE:** A development review service fee shall be charged when applying for and obtaining a sewer lateral permit or a mainline extension permit as set forth by separate ordinance. This fee is for services rendered for reviewing and approving applicants plans and specifications and issuing permit(s) for sanitation works, and services for inspecting the construction of trunk and collector sewers, sewer laterals, manholes, and other facilities.

**SECTION 5.09 - OVERTIME SERVICES:** Requests for review or inspection services provided during non working hours by the District shall be made in writing at least two (2) working days prior to said work. The applicant shall pay an additional fee as set forth by separate ordinance.

## ARTICLE VI - SOURCE CONTROL PROGRAM

- SECTION 6.01 - OBJECTIVE
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**SECTION 6.01 - OBJECTIVE:** It is the objective of the District to regulate the quantity and quality of those discharges entering the District's sanitation system(s) which may adversely affect the collection, transmission, treatment, discharge, reuse, discharge requirements, or environmental conditions, and to provide adequate treatment of the wastewater to meet local, state and federal requirements.

The District's treatment plant(s) and disposal facilities are designed to treat and dispose of domestic wastes. The District reserves the right to refuse to accept any wastes which may be harmful to the treatment and disposal system(s).

**SECTION 6.02 - WASTEWATER DISCHARGE:** Wastewater may be discharged into public sewers for collection, treatment, and disposal, provided that such wastewater discharge is in compliance with this Ordinance, wastewater permit conditions and/or permit contract, provided that the user pays all applicable District sewer fees and charges including any penalties or charges assessed under this Ordinance.

**SECTION 6.03 - GENERAL DISCHARGE PROHIBITION:** No user shall contribute, or cause to be contributed, any pollutant or wastewater which will pass through or interfere with the operation or performance of the District's facilities. This prohibition includes any type of pollutant or wastewater as set forth in the prohibition sections of this Ordinance. These general prohibitions apply to all users of the District's facilities whether or not the user is subject to national pretreatment standards or any other national, State, or District pretreatment standards or requirements.

**SECTION 6.04 - PROHIBITED EFFECTS:** A user may not discharge, or cause to be discharged, wastewater into any District facility if it contains substances or has characteristics which, either alone or by interaction with other wastewater, cause or threaten to cause:

- A. Damage to District facilities.
- B. Interference or impairment of operation or maintenance of District facilities.
- C. Obstruction of flow in District facilities.
- D. Hazard to human life.
- E. Interference with treatment plant or disposal processes, including recycling or any reclamation processes.
- F. The treatment plant's effluent or any other product of the treatment plant such as residues, sludge, ash, or scum, to be unsuitable for reclamation and reuse. In no case shall substances discharged to the District facilities cause the plant to be in noncompliance with sludge use or disposal criteria, guidelines, or regulations.
- G. The District to violate its National Pollutant Discharge Elimination System (NPDES) permit or the receiving water quality standards.
- H. Flammable or explosive conditions.

- I. A noxious or malodorous condition, a public nuisance, a hazard to life, or conditions sufficient to prevent normal entry into the sewers or other District facilities for maintenance and repair.
- J. Objectionable coloration or other condition in the quality of the District's treatment plant influent which interferes with or passes through the treatment plant.
- K. Conditions which violate any statute, rule, regulation, or ordinance of any public agency, relating to releases of hazardous wastes, hazardous substances, or other pollutants to the environment when such release is to a publicly owned sanitary sewer.
- L. Any alteration or change of the District's NPDES permits or any additional regulatory supervision, intervention, or oversight of the District's operations.
- M. Any alteration of the District treatment plant processes.
- N. Any significant alteration of District operations including, but not limited to, affecting the ability of the District to procure adequate insurance and/or subjecting the District operations to significantly increased potential liability.

**SECTION 6.05 - PROHIBITED SUBSTANCES OR CHARACTERISTICS:** A user shall not discharge, or cause to be discharged, directly or indirectly to a District facility any of the following:

- A. Any liquids, solids, or gases which by reason of their nature or quantity are, or may be, sufficient either alone or by interaction with other substances to cause fire or damage to District facilities, or to be injurious to human health and safety, or to the operation of District facilities. At no time shall a waste stream exceed a closed cup flash point of less than 140° Fahrenheit or 60° Centigrade using the test method specified in 40 CFR Part 261.21.
- B. At no time shall two (2) successive readings on a combustible gas meter, at the point of discharge into the system (or at any point in the system), be more than five percent (5%) nor any single reading over ten percent (10%) of the Lower Explosive Limit (LEL) of the meter. The meter shall be properly calibrated in accordance with the manufacturer's instructions using pentane as the calibration standard. The materials which may be prohibited if they cause explosive or fire dangers as defined herein include, but are not limited to, gasoline, kerosene, naphtha, benzene, toluene, xylene, ethers, alcohols, ketones, aldehydes, peroxides, chlorates, prechlorates, bromates, carbides, hydrides, sulfides, or any other substance which is a fire or explosion hazard.
- C. Any solid or viscous substance in amounts or concentrations which may cause or threaten to cause obstruction to the flow in a sewer or pass through of, or interference with, the operations of any District facilities such as, but not limited to, feathers, ashes, cinders, sand, spent lime, stone or marble dust, metal, glass, straw, shavings, grass clippings, rags, spent grains, spent hops, waste paper, wood, plastic, tar, asphalt residues, residues from refining or processing of fuel or lubricating oil, petroleum oil, nonbiodegradable cutting or machine oils, products of mineral origin, mud, cement grout, glass, grinding or polishing wastes, grease, garbage with

particles greater than one-half inch (½") in any dimension, animal guts or tissues, paunch manure, bones, hair, hides or fleshings, entrails, or whole blood.

- D. Any wastewater having a pH less than 5.5 or greater than 10.0, or wastewater having any other corrosive property capable of causing damage or hazard to structures, equipment, humans, or animals.
- E. Any wastewater containing hazardous pollutants in sufficient quantity, either singly or by interaction with other pollutants, to injure or interfere with any wastewater treatment process, constitute a hazard to human or animal health or safety, create an adverse effect on the waters of the State, or to exceed the limitations set forth in a national pretreatment standard.
- F. Any wastewater having a temperature which will inhibit biological activity in the treatment plant or inhibit physical recovery of a pretreatment process resulting in interference or pass through, but in no case wastewater which causes the temperature at the introduction into the treatment plant to exceed forty (40) degrees Centigrade (one hundred four (104) degrees Fahrenheit) or with a temperature at the point of discharge to the District's collection system which exceeds sixty-five (65) degrees Centigrade (one hundred fifty (150) degrees Fahrenheit).
- G. Any pollutants, including oxygen-demanding pollutants (BOD, COD, etc.), released at a flow rate and/or pollutant concentration which alone, or in combination with others, may cause interference or pass through. Regardless of whether a slug load causes or will cause interference or pass through, in no case shall a slug load have a flow rate or contain concentrations or quantities of pollutants that exceed for any time period longer than fifteen (15) minutes, more than five (5) times the average twenty-four (24) hour concentration, quantities, or flow during normal operation.
- H. Any discharge which results in toxic gases, vapors, or fumes in a quantity that may cause acute worker health and safety problems within any District facility.
- I. Any noxious or malodorous liquids, gases, or solids.
- J. Any wastewater containing any radioactive wastes or isotopes exceeding any limits set forth in CAC, Title 17, Section 30100 et seq.
- K. Any storm water, groundwater, rain water, street drainage, subsurface drainage, yard drainage, diatomaceous earth filter backwash, or swimming pool drainage. The District may require a specific permit, and may approve such discharge only when no reasonable alternative is available or such water is determined to constitute a pollution hazard if not discharged to the sewer.
- L. Any unpolluted water including, but not limited to, cooling water, process water, or blow-down from cooling towers or evaporative coolers, or any other unpolluted water. The District may require a permit, and may approve the discharge of such water only when no reasonable alternative method of disposal is available or such alternative, in the determination of the District, is unacceptable.

- M. Any septic tank waste, holding tank waste, portable toilet waste, unless a permit is issued by the District and unless such sludge or waste is transported to the District by a permitted waste hauler in accordance with the regulations set forth in Article 9 of this Ordinance. Grease waste of animal, vegetable or petroleum origin, and oil and sand interceptor or trap waste is prohibited to be hauled in or discharged to any District facility.
- N. Any waste defined as hazardous, by any definition set forth in Federal and/or State statutes or regulations, unless such waste has been delisted or decertified by the appropriate Federal or State agency, and/or a variance has been granted by the appropriate Federal or State agency, including provisions for discharge to a District facility, and said variance provisions are approved by the District.
- O. Any substance, waste, wastewater, or constituent thereof as may be specifically prohibited or prohibited by concentration levels as may be set forth in local limits adopted by resolution of the District Board and a copy of said standards having been placed on file at the District office.
- P. Any substance, waste, wastewater, or constituent thereof which may by itself, or in combination with other discharges, cause the District to violate any permit conditions related to toxicity of the effluent, or otherwise cause or contribute to the potential for toxic substances being released from District facilities into the environment in toxic amounts.

**SECTION 6.06 - PROHIBITED DISCHARGE LOCATION:** No user shall discharge any wastewater directly into a manhole, cleanout, or other opening in the District sewage system other than through sewer laterals or other sewer connections approved by the District, unless a permit has been obtained for such discharge. Manholes, cleanouts, and other openings shall be properly covered with a water-tight lid and maintained to prevent the intentional and unintentional discharge of stormwater or other wastewater into the wastewater collection system through such openings. A permit will only be issued if such direct discharge is in compliance with provisions of this Ordinance and, in the opinion of the District, no other alternative is reasonably available.

**SECTION 6.07 - NATIONAL CATEGORICAL PRETREATMENT STANDARDS:** Where required, the National Categorical Pretreatment Standards, as set forth in 40 CFR Chapter 1, Subchapter N, Parts 405-471, are hereby incorporated by this reference into this Ordinance. The General Manager shall notify all affected users of the applicable reporting requirements under Sections 6.28 and 6.29 of this Ordinance. However, if any technically-based local discharge limits imposed under this or other separate ordinances are more stringent than the National Categorical Pretreatment Standards, the more stringent standards shall apply.

**SECTION 6.08 - MODIFICATION OF CATEGORICAL PRETREATMENT STANDARDS:** Where the District's wastewater treatment system achieves consistent removal of pollutants limited by Federal Categorical Pretreatment Standards, the District may apply to the Regional Water Quality Control Board(s) for modification of specific limits in the Federal Categorical Pretreatment Standards. "Consistent removal" shall mean reduction in the amount of a pollutant or alteration of the nature of the pollutant by the wastewater treatment system to a less toxic or harmless state in the effluent which is achieved by the system ninety-five (95) percent of the samples taken when measured according to the procedures set forth in Section 403.7(c)(2) of Title 40 of the CFR, Part 403, General Pretreatment Regulations for Existing and New Sources of Pollution, promulgated pursuant to the Clean Water Act. The District may then modify pollutant

discharge limits in the Federal Pretreatment Standards if the requirements contained in 40 CFR, Part 403, Section 403.7, are fulfilled and prior approval from the Regional Water Quality Control Board is obtained.

**SECTION 6.09 - STATE AND FEDERAL REQUIREMENTS AND STANDARDS:** In the event that either state or federal requirements and standards for discharges to District facilities are more stringent than the limitations, requirements, and standards set forth in this Ordinance, the most stringent standard or requirement shall apply.

**SECTION 6.10 - SPECIFIC POLLUTANT LIMITATIONS:** No user shall discharge wastewater which exhibits any characteristic specifically prohibited by an action of the District Board, or any wastewater containing constituents in excess of any specific constituent level limitations as may be set by the District Board, to a District facility. In addition to those pollutant limitations contained in this Ordinance, specific pollutant limitations regarding waste characteristics and/or constituent limits may be adopted by resolution. Any violation of a specific pollutant limitation as may be set forth herein or in a District resolution shall subject the user to the same administrative actions, penalties, and/or enforcement actions as would be available for any other violation of this Ordinance. The term "ordinance" as used elsewhere within this Ordinance, shall be read to include the specific pollutant limitations as may be set forth by separate resolution.

**SECTION 6.11 - DISTRICT'S RIGHT OF REVISION:** The District reserves the right to establish by ordinance or resolution more stringent limitations or requirements on discharges to the wastewater disposal system if deemed necessary to comply with the objectives presented in this Ordinance.

**SECTION 6.12 - EXCESSIVE DISCHARGE (DILUTION):** No user shall ever increase the use of process water or, in any way, attempt to dilute a discharge as a partial or complete substitute for adequate treatment to achieve compliance with the limitations contained in the national pretreatment standards, or in any other pollutant-specific limitation developed by the District or State. An increase in the use of process water which is reasonably proportional to increased production and which is required for said increase in production, will not be considered an excessive discharge hereunder.

**SECTION 6.13 - PREVENTATIVE REQUIREMENTS - ACCIDENTAL SPILL OR SLUG DISCHARGE:**

- A. All users shall be prohibited from allowing accidental spills or slug discharges, as elsewhere defined herein, from entering the District's sewerage system.
- B. Each user shall provide protection, as described in the User's permit, from accidental spills or slug discharges of restricted materials or other substances regulated by this Ordinance. No user shall be permitted to introduce pollutants into the system until accidental spills or slug discharge control plans and procedures have been evaluated by the District. The ability to prevent accidental spills or slug discharges of restricted materials, as well as providing additional storage capacity to contain the entire contents of such spill or discharge, shall be provided and maintained at the user's own expense.

C. Certain users will be required to prepare Slug Discharge Prevention and Contingency Plans (SDPC) or accidental spill plans containing at a minimum the following information:

1. A description of the discharge practices including non-routine batch discharges.
2. A description of stored chemicals and secondary containment measures to eliminate discharges to the sanitary sewer system.
3. The procedures for promptly notifying the District of accidental spills or slug discharges, including any discharge that would violate a specific discharge prohibition with procedures for follow-up written notification within five (5) days.
4. If required by the District, procedures to prevent adverse impact from accidental spills including maintenance and inspection of storage areas, handling and transfer of materials, loading and unloading operations, control of plant site run-off, worker training, building or containment structures or equipment, measures for containing toxic organic pollutants (including solvents), and/or measures or equipment for emergency response.
5. If required by the District, follow-up practices to limit the damage suffered by the treatment plant or the environment.
6. Names and titles of employees responsible for overseeing and implementing said plans.
7. Written training procedures for employees who will participate in SDPC plans.

These plans shall be submitted to the District for review and approval. All users required to have SDPC and/or spill plans shall submit such a plan within three (3) months and complete implementation within six (6) months of notice regarding the requirements of such plan. Review and approval of such plans and operating procedures shall not relieve the user from the responsibility to modify the user's facility as necessary to meet the requirements of this Ordinance.

D. In the case of a slug discharge, it is the responsibility of the user to **immediately** notify the District after the incident. The notification shall include location of the discharge, type of waste, concentration and volume, and corrective action. The user shall also provide the District with a detailed, written report of this incident within five (5) days.

E. A notice shall be permanently posted in a conspicuous location on the user's premises advising the employees whom to call in the event of a slug discharge or accidental spill. The user shall ensure that all employees who may cause or allow such discharges to occur are advised of the emergency notification procedures.

F. Each user who violates any of the requirements of the slug discharge and/or accidental spill program, or allows a slug discharge or spill to enter the sanitary sewer system to occur, shall be subject to the enforcement provisions of this Ordinance.

G. The employer shall post the Slug Discharge Prevention and Contingency Plan in a readily available location at the work site, such as near sinks or other points of discharge.

**SECTION 6.14 - HAZARDOUS WASTE DISCHARGE:** All industrial users shall notify the District, the EPA Regional Waste Management Division Director, and State hazardous waste authorities in writing of any discharge to the District's sanitary sewer of a substance which, if otherwise disposed of, would be a hazardous waste under 40 CFR Part 261 or as otherwise defined by State statute or regulation.

Such notification must include the name of the hazardous waste, the EPA hazardous waste number, and the type of discharge (continuous, batch, or other). If the industrial user discharges more than 100 kilograms of such waste per calendar month to the District's facilities, the notification shall also contain the following information, if known: (1) an identification of the hazardous waste constituents contained in the waste; (2) an estimation of the mass and concentration of such constituents in the waste stream discharged during that calendar month; and (3) an estimation of the mass constituents in the waste stream expected to be discharged during the following twelve (12) months.

In the case of any notification made under this Section, the industrial user shall certify that it has a program in place to reduce the volume of toxicity of hazardous waste generated to the degree it has determined to be economically practical.

Nothing contained in this Section of the Ordinance is intended to modify the prohibitions set forth in Section 6.05 (N).

**SECTION 6.15 - RESPONSIBILITY OF USERS:** It shall be the responsibility of the user and/or discharger to comply with all of the provisions of this Ordinance. The omission to act by the District and/or the failure of the District to take cognizance of the nature of the operation of the user and/or the properties of the user's wastewater shall not relieve the user of responsibility to comply with the conditions of this Ordinance including, but not limited to, such requirements regarding permitting, pretreatment, monitoring, and reporting. It shall be the responsibility of the user to make determinations as to the nature of its operation and wastewater flow and to take such actions as may be required under this Ordinance prior to any discharge of wastewater, whether or not the user has been informed by the District of the requirements which may apply to the user regarding its discharge.

All New Source, New Industrial User, New User, or users proposing to change the use of a commercial facility, shall complete a Survey for Commercial/Industrial Wastewater Discharge Requirements. . Upon review of the Survey, the District may require the industrial user to apply for an Industrial Wastewater Discharge Permit, and/or install pretreatment equipment (monitoring manholes, grease interceptors, etc.) and/or additional plumbing such as, separate process waste and sanitary waste lines. Industrial users currently connected or contributing to the District's sanitary sewer system, or who propose to connect or contribute to the District sanitary sewer system, must obtain a wastewater discharge permit. The District may waive the wastewater discharge permit requirement for industrial users contributing only domestic wastewaters (wastewaters from restrooms, drinking fountains, showers, or air conditioners used for human comfort), or industrial users that are determined by the District to have an insignificant impact on the District's facilities. This waiver shall not relieve an industrial user of the responsibility to comply with the conditions of this Ordinance. All existing industrial users connected to or contributing to

the District's sanitary sewer system and having a current wastewater discharge permit shall be required to obtain a new permit or permit contract upon the expiration of their existing permit.

In order that employees of users be informed of District requirements, users shall make available to their employees copies of this Ordinance, together with such other wastewater information and notices which may be furnished by the District from time to time directed toward more effective water pollution control.

**SECTION 6.16 - USER CLASSIFICATIONS (CATEGORIES):** The District will classify all users in accordance with the principal activity conducted on the premises where the discharge occurs. The purpose of the classification is to facilitate regulation of discharges to District facilities on the basis of each user's waste quality, quantity, flow, and District involvement. The determination by the District regarding the designation of industrial users into categories may be based on the unusual character of the wastewater due to its volume, strength, composition or its derivation from a hazardous waste or substance; or the potential variability in the character of the wastewater; or on the potential for increased administrative cost to the District due to the unusual character of the waste. The classification shall further provide a means of imposing an appropriate level of oversight, control, and enforcement according to the source of the discharge. The classification system will also allow equitable recovery of District operating and capital costs for the program.

Industrial users may be subject to wastewater discharge permit requirements depending on the volume, characteristics, and origin of their wastewater discharge. Industrial users may be required to supply such information and data concerning their processes, including discharge samples, as may be necessary for the District to determine how a user should be designated. Industrial users must, if requested, provide such other information regarding the nature of the entity, its operations, storage and use of chemicals, and storage and use of hazardous substances, as may be reasonably necessary to make such determination as to the classification of said user. The District may also require information relating to potential for accidental discharges of hazardous or prohibited substances to a District facility. Such inquiries may include information regarding the current disposal procedures of the user with regard to chemicals and/or substances which are not in the ordinary course of the user's operations discharge to a District facility. As set forth in the Definition Section of this Ordinance, there are two (2) major categories of user: to wit, domestic users and industrial users. Industrial users subcategories are as follows:

1. Significant Industrial User

- A. Class A Categorical User: A Categorical User includes all industrial users subject to Categorical Pretreatment Standards under 40 CFR 403.6 and any industry as defined in 40 CFR Chapter I, Subchapter N, 405-471. These industrial operations have wastewater discharges which contain materials that, if untreated, can pose significant risks to personnel, collection systems, and treatment plant processes. These users shall pretreat process wastestreams to meet specific toxic pollutant limits set by the EPA prior to discharge to the District's sewer systems.
  
- B. Class B Industrial User: Any non-domestic user of the District's wastewater disposal system who (1) has a discharge flow of twenty-five thousand (25,000) gallons or more per average work day, or (2) contributes process wastewater which makes up 5% or more of the District's treatment plant's average dry weather hydraulic or organic capacity; or (3) has

in its wastes hazardous pollutants, or (4) has in its untreated wastewater pollutants which are in excess of any pretreatment standard or requirement, including any standard identified in this Ordinance or local limits set by resolution of the District's Board, or (5) may, in the opinion of the District, have a reasonable potential for adversely impacting, either singularly or in combination with other contributing industries, the District's treatment plant or the ability of the District to meet the objectives of this Ordinance or for violating any pretreatment standard or requirement.

This classification includes Zero Discharge Users which would be classified as Categorical Users if they discharged their process wastewater to the sanitary sewer, but which have elected to off-haul and/or recycle all process discharges. Zero Discharge Users shall have no discharge to the sanitary sewer other than domestic wastewater.

- C. Class C Industrial User: Any non-domestic user which may, in the opinion of the District, have an impact on the District's ability to meet the objectives of this Ordinance. This impact may be of a lesser degree than for a Class B Industrial User due to the volume, characteristics, or the nature of the process producing the waste. Any non-domestic user which generates hazardous waste, whether or not said waste is, in the normal course of the industrial process, discharged into the sanitary sewer system, may be considered a Class C Industrial User. This classification applies to, but is not limited to, those industrial users who are not designated as Class A or Class B users and who are required to have a County Hazardous Waste Facility License. This Class C Industrial User category shall also include industrial users who store or use hazardous materials, whether or not a hazardous waste is produced in the industrial or commercial process if, in the determination of the District, a potential exists for these wastes to be discharged into the District's facilities. This classification also applies to those industrial users not designated as Class A or Class B Industrial Users which are required by statute or County regulations to have a Hazardous Materials Response Plan and Inventory. A Class C Industrial User shall also include all varieties of non-domestic users for which the General Pretreatment Regulations promulgated by the EPA under a 40 CFR 403.8(f)(2)(iii) may require the District to provide an Industrial User (IU) Notification regarding the applicability of RCRA requirements.

Class C Industrial Users may be individually designated by the District based on the criteria set forth above or on categorization of the User as a member of a particular business category. Examples of business categories which may be included in the Class C Industrial User designation are: analytical and clinical laboratories, dry cleaners and laundries, vehicle maintenance and repair facilities, printing and allied industries, photo processors and pesticide formulators and applicators.

This classification may also include the Zero Discharge User which, in the opinion of the District, meets the definition of an SIU-Class B User but has no process discharge to the sanitary sewer. Industrial Users in this classification require less oversight by the District than SIU-Class B Users.

All SIUs should be inspected at least annually by the Agency's Industrial Waste Inspector. Monitoring and sampling requirements for SIUs shall be as set forth in Article 6.

2. Commercial User: Any non-residential user which is not included within the definitions and parameters of an SIU shall be considered a Commercial User. Users in this classification generate no process wastewater and discharge only domestic wastewater to the sanitary sewer system.
3. Special Discharge/Groundwater Remediation User: Users in this classification discharge wastewater to the sanitary sewer system generated by the following: operations associated with remediation of soil and/or groundwater contaminated by leaking underground storage tanks; construction site dewatering; or other industrial operations in which there is no other acceptable or reasonable alternative for disposal. If pretreatment of the wastewater by the IU is required in order to bring the discharge into compliance with the District's specific pollutant limitations, such pretreatment will be specified in the (temporary) permit issued by the District pursuant to Section 6.18.
4. Waste Haulers: Users in this classification shall apply for and receive a Waste Hauler Discharge Permit pursuant to Article IX of the Sanitation Code prior to discharging any wastewater to the District's facilities. Wastewater discharged to the District's facilities by permitted Waste Haulers is limited to the following: domestic septage; and special batch loads of wastewater that have been sampled and analyzed in accordance with the District's requirements and have been approved by the District's Environmental Compliance Inspector or Water Agency Coordinator – Environmental Services.

All users are subject to the prohibitions set forth in this Ordinance, with such Federal and State statutes and regulations as may apply, and the specific pollutant limitations as may be promulgated by the District Board either by ordinance or resolution.

Domestic users under normal circumstances will not be required to apply for or receive a wastewater discharge permit as defined in this Ordinance, providing that said domestic user discharges only that wastewater which is consistent with the definition of domestic wastewater set forth herein.

**SECTION 6.17 - SWIMMING POOLS AND SPAS:** It shall be unlawful for any person to discharge the contents of a swimming pool or a spa into a sanitary sewer except in the manner specified herein. The size of pipe carrying discharge water shall not be larger than one inch and shall not be under a head to exceed twenty (20) feet. If the water is discharged by pumping, the rate of flow shall not exceed one hundred (100) gallons per minute. Each swimming pool or spa discharging to a sanitary sewer shall be equipped with an approved separator to capture filtering agents and an approved air gap to preclude any possibility of a backflow of sewage into the swimming pool or spa piping system. Connections shall only be allowed per Section 6.05(k).

**SECTION 6.18 - ACCEPTANCE OF WASTEWATER FROM REMEDIATION PROJECTS:** Wastewater generated from the cleanup of spills, leaking underground storage tanks, contaminated soil or groundwater, monitoring wells, or other similar sources shall not be discharged through direct or indirect connection to the District's sewer system unless a temporary or wastewater discharge permit as defined in Section 6.16, User Classifications, is issued by the District. The District will approve the discharge of such wastewater and issue such a permit only when, in its judgment, no reasonable alternative method of disposal is available and District's facilities will not be significantly affected.

Whenever the discharge of such wastewater is proposed, the applicant shall submit an analysis of the nature of the proposed discharge and alternative methods of disposal available, together with justification indicating that there is no reasonable alternative to discharge to the sewer system. Such analysis shall deal with environmental and liability factors, as well as financial impacts.

The applicant's analysis of alternative methods of disposal, and the above-described comprehensive report (if required), shall be submitted to the District's Environment Services Inspector or Water Agency Coordinator – Environmental Services for a decision on whether or not a temporary discharge permit will be issued.

If a temporary discharge permit is granted for the discharge of such wastewater, the user shall pay such fees and charges and meet such special conditions and requirements as determined by the District to specifically apply for that particular discharge. Such temporary discharge permit shall be classified into one of the categories as defined in Section 6.16.

**SECTION 6.19 - WASTEWATER DISCHARGE PERMIT APPLICATION:** Users required, or who may be required, to obtain a wastewater discharge permit shall complete and file with the District an application in the form prescribed by the District. A new industrial permit fee may be assessed at the time of the application. Existing users (except those with current permits) shall apply for a wastewater discharge permit within one-hundred eighty (180) days following the effective date of this Ordinance, and new users shall apply at least thirty (30) days prior to connecting to or contributing to the District's facilities. In support of the application, the user may be required to submit, in units and terms appropriate for evaluation, some or all of the following information but will in all cases be required to submit items Q and R.

- A. Name and address of the operator or owner, and location of the facility for which the permit application is being made.
- B. SIC number(s) according to the Standard Industrial Classification Manual, Bureau of the Budget, 1972, as amended, for all operations conducted at the facility.
- C. A list of all environmental control permits and hazardous substance release response (spill) plans that are held by or for the facility.
- D. Time(s) and duration of all process discharges. Include the quantity, rate, and times of occurrence of any batch discharges.
- E. Daily maximum, daily average, and monthly average wastewater flow rates, including daily, monthly, and seasonal variations, if any. Flow rates shall be provided for each regulated process stream.
- F. Site plans, floor plans, mechanical plans, and plumbing plans, and details to show all sewers, sewer connections, and appurtenances by the size, location, and elevation.
- G. Description of activities, facilities, and plant processes on the premises including all materials which are, or could be, discharged, provided such chemicals are present in quantities sufficient to cause harm to the operations of the District or to the environment if released. Description

of materials, including brand names and their physical or chemical properties. Description of any and all existing or proposed wastewater pretreatment facilities. Construction drawings and design criteria shall also be submitted.

- H. A schematic flow diagram of each major process activity described in Part G.
- I. The nature and concentration of any pollutants in the discharge which are limited by a District or State pretreatment standard or requirement or by a national pretreatment standard, or which are otherwise requested by the District. Pollutant data shall be provided for each regulated process stream. In the case of an existing user, a statement regarding whether or not the pretreatment standards and requirements are being met on a consistent basis and if not, whether additional operation and maintenance and/or additional pretreatment is required for the user to meet applicable pretreatment standards and requirements.
- J. The nature and concentration of any pollutants in the discharge which are limited by State or Federal standards concerning the release or discharge of any hazardous substance or waste.
- K. If additional pretreatment housekeeping, process changes, and/or operations will be required to meet the pretreatment standards and requirements. The user shall develop the shortest schedule by which the user will provide such additional pretreatment. The completion date in this schedule shall not be later than the compliance date established by EPA, the State, or the District for the applicable standard.

The following conditions shall apply to this schedule:

- 1. The schedule shall contain increments of progress in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the user to meet the applicable standards (e.g., hiring an engineer, completing preliminary plans, completing final plans, executing contract for major components, commencing construction, completing construction, etc.).
  - 2. Not later than fourteen (14) days following each date in the schedule and the final date for compliance, the user shall submit a progress report to the General Manager including, as a minimum, whether or not the user complied with the increment of progress to be met on such date and, if not, the date on which the user expects to comply with the increment of progress, the reason for delay, and the steps being taken by the user to return the construction to the schedule established.
- L. Each product produced by type, amount, process or processes, and rate of production for the present calendar year.
  - M. Type and amount of raw materials processed (average and maximum per day), provided such raw materials are present in quantities sufficient to cause harm to the operations of the District or to the environment if released.
  - N. Number, type, and volume/amount of hazardous substances stored on the premises and a description of the variety of the method of storage and/or the containment device for such

substances, provided such substances are presenting quantities sufficient to cause harm to the operations of the District or to the environment if released.

- O. A description of the spill protection and emergency response procedures used or proposed to be used at the facility.
- P. Number and classification of employees, hours of operation of plant, and proposed or actual hours of operation of pretreatment system.
- Q. A signed statement of the authorized representative of the industrial user applicant that the information presented in the permit application is true and accurate to the best of the authorized representative's knowledge, and that the applicant is, or upon connection will be, in compliance with applicable pretreatment standards and requirements on a consistent basis and if not, whether additional operation and maintenance (O & M) and/or additional pretreatment is required for the applicant to meet such standards and requirements.
- R. A signed certification of a qualified professional that the applicant is or upon connection will be in compliance with applicable pretreatment standards and requirements on a consistent basis and if not, whether additional O & M and/or pretreatment is required for the applicant to meet such standards and/or requirements.
- S. Any other information as may be deemed by the District to be necessary to evaluate the permit application.

**SECTION 6.20 - WASTEWATER PERMIT APPLICATION EVALUATION:** All new industrial users shall arrange for a District representative to conduct a walk-through site inspection of the user's facilities during the one hundred eighty (180) day period prior to connecting or contributing waste or wastewater to the District's facilities. New industrial users shall submit to the District, within one-hundred eighty (180) days after commencement of discharge to the District's facilities, an analysis of said discharge delineating wastewater constituents and characteristics including, but not limited to, those mentioned in Section 6.05 of this Ordinance.

**SECTION 6.21 - PERMIT TO DISCHARGE REQUIRED:** Any significant industrial user proposing to begin or recommence discharging industrial wastewater into the District facility must obtain a wastewater discharge permit prior to discharging. A wastewater discharge permit application must be filed with the District at least forty-five (45) days prior to the date upon which any discharge will begin.

**SECTION 6.22 - WASTEWATER DISCHARGE PERMIT CONDITIONS:** Permits may contain provisions, requirements, and standards appropriate to carry out the objectives of this Ordinance, including but not limited to, the following:

- A. The unit charge or schedule of user charges and fees for the wastewater to be discharged to the District's facilities.
- B. Limits on the average and maximum wastewater constituents and characteristics. These limits may be based on pollutant concentration and/or mass and may include prohibitions on discharge of said pollutants.

- C. Limits on average and maximum rate and time of discharge or requirements for flow regulation and/or equalization.
- D. Requirements for installation and maintenance of sampling and flow metering facilities.
- E. Requirements for monitoring programs which may include flow metering, sampling locations, methods of sampling, frequency of sampling, number, types, and standards for tests and reporting schedule.
- F. Compliance schedules.
- G. Requirements for submission of technical reports or periodic compliance reports.
- H. Requirements for maintaining and retaining plant records relating to wastewater discharge, hazardous waste manifests, maintenance and cleaning logs, MSDS, chemical inventories, and any others as specified by the District.
- I. Requirements for notification of the District of any new introduction of pollutants, or any change in plant processes, or in the volume or character of the wastewater constituents being introduced into District facilities.
- J. Requirements for notification of slug or accidental discharges, including discharge limit violations, or upset of the pretreatment facility.
- K. Requirements for providing the District with design and construction plans and specifications of the wastewater pretreatment facility, whether proposed or in existence.
- L. Requirements for providing the District with plans and specifications of the discharger's industrial or commercial operation and/or processes, including such other information as the District may reasonably request that pertains to the industrial user's operation.
- M. Requirements for notification of any planned alteration of the proposed or existing wastewater pretreatment system.
- N. Requirements for the notification of the District of planned alterations of the operations processes of the industrial user which could result in an alteration of the users process discharge or the potential for an accidental spill or slug discharge.
- O. Requirements prohibiting bypass of the wastewater pretreatment facility, unless bypass is essential for maintenance, or unavoidable to prevent loss of life, injury, or severe property damage.
- P. Requirement that the discharger notify the District prior to any proposed bypass other than due to accident or emergency.
- Q. Requirements to have emergency spill plans on file with the District.

- R. Requirements to certify that the industrial user has not discharged hazardous substances without a permit through a District facility, which substances have been stored or used in the user's process and which the user contends will not, in the ordinary course of the user's operation, enter the sewer system.
- S. Requirements for re-sampling following a discharge violation, the submittal of reports explaining the cause of the violation, and the steps that have been or will be taken to prevent a reoccurrence of the violation.
- T. Requirements for providing access to District personnel at all reasonable times to conduct sampling and/or inspection of any and all processes which can contribute to the waste stream, including the actual wastewater discharge.
- U. Requirements for providing the District with operation and maintenance records and cleaning logs for the wastewater pretreatment facility, including periodic updates, as appropriate.
- V. The prohibition of dilution as partial or complete substitute for adequate pre-treatment to achieve compliance with permit conditions.
- W. Signatory requirements specifying the responsible corporate officer for the industrial user.
- X. Other conditions as deemed appropriate by the District to ensure compliance with this Ordinance and any other agency having jurisdiction including, but not limited to, Environmental Health, Regional Water Quality Control Board, Air Quality, Water Resources Control Board, or Fire Department.
- Y. Technical provisions or requirements related to the wastewater pretreatment facility which, in the opinion of the District, may be necessary to insure the adequacy and reliability of the wastewater pretreatment system. These technical conditions may include conditions requiring continuous monitoring, training personnel, alarm systems, automated shutoff, flow through monitoring, and/or provisions for discharges in batch amounts only subsequent to sample testing.

**SECTION 6.23 - WASTEWATER DISCHARGE PERMIT DURATION:** Permits shall be issued for a specified time period, not to exceed three (3) years. A permit may be issued for a period less than a year or may be stated to expire on a specific date. The user shall apply for permit reissuance a minimum of ninety (90) days prior to the expiration of the user's existing permit. The terms and conditions of the permit may be subject to modification by the District during the term of the permit as limitations or requirements as identified in Section 6.2 are modified or other just cause exists. The user shall be informed of any proposed changes in his permit at least thirty (30) days prior to the effective date of change. Any changes or new conditions in the permit shall include a reasonable time schedule for compliance.

**SECTION 6.24 - WASTEWATER DISCHARGE PERMIT CONTRACT:** The District shall require certain Industrial Users as determined by the District to enter into a wastewater discharge permit contract for connecting to or contributing wastewater to District facilities. The wastewater discharge permit contract shall incorporate the provisions of this Ordinance by reference including all requirements and standards as may be set forth herein or promulgated by the District Board by

resolution. The wastewater discharge permit contract may contain all of the permit provisions set forth in Section 6.22. In addition, the permit contract may contain additional provisions including, but not limited to, the following:

- A. Provisions for liquidated damages for discharges in violation of the discharge prohibitions and limitations of this Ordinance and/or of such special prohibitions or limitations as may be set forth in the permit contract. These liquidated damages provisions may be proposed without regard to proof of pass through, damage to the environment, or interference with District facilities or operations and may be assessed on a strict liability basis for violation of the noted provisions.
- B. Requirements for providing proof of insurance, indemnification of the District, and bonding in order to adequately protect the District, in its judgment, from the potential of the increased exposure to liability due to the user's discharge.
- C. Provisions for termination of the permit contract and wastewater sewer service for violation of this Ordinance or other wastewater permit contract conditions.
- D. Any and all other conditions as may be deemed appropriate by the District to ensure compliance with all provisions of this Ordinance and the objectives set forth herein.

**SECTION 6.25 - WASTEWATER DISCHARGE PERMIT MODIFICATIONS:** Upon renewal or when a new National Categorical Pretreatment Standard or any other applicable regulation is promulgated, the wastewater discharge permit or permit contract of users subject to such standard shall be revised to require compliance with such standard within the time for compliance prescribed by such standard or within ninety (90) days, whichever is shorter. However, when the time for compliance prescribed by such standard is longer than ninety (90) days, the users subject to such standard may apply to the General Manager or his designee for an extended time for compliance in a wastewater discharge permit or permit contract. The General Manager or his designee may grant such an extension up to the time for compliance set forth in the National Categorical Pretreatment Standards. Where a user, subject to a National Pretreatment Standard, has not previously submitted an application for a wastewater discharge permit as required by Section 6.19 and/or 6.21 of this Ordinance, the user shall apply for a wastewater discharge permit within one hundred eighty (180) days after the promulgation of the applicable National Pretreatment Standard. In addition, the user with an existing wastewater discharge permit or permit contract shall submit to the General Manager, within one hundred eighty (180) days after the promulgation of an applicable Federal Pretreatment Standard, the information required by Section 6.19.

In the event the District determines that it is necessary, in order to comply with the objectives of the Ordinance, to impose more stringent limitations or requirements on discharges to the wastewater disposal system than are set forth in an existing permit (for reasons other than issuance of a new National Pretreatment Standard), the District shall have the right to require such reasonable modifications of an existing permit to incorporate more stringent limitations or requirements. In the event such permit modification is required, the user shall be provided with reasonable time to make such modifications to its processes or procedures as may be required to meet the more stringent limitations and requirements. After consultations with the user, a Compliance Schedule Agreement shall be issued which would set forth a reasonable schedule for

the user to comply with the more stringent standards. If the permit modification will require construction or acquisition of equipment related to pretreatment, the Compliance Schedule Agreement will provide for up to one hundred eighty (180) days to comply; however, this period may be extended for a period not to exceed an additional one hundred eighty (180) days upon determination by the General Manager that good cause exists for an additional period. To the extent that the user remains in compliance with the permit conditions in effect prior to amendment during the compliance period, the user shall not be liable pursuant to the terms of this Ordinance for noncompliance with the more stringent standards or requirements during the period of the Compliance Schedule Agreement provided that the user is also complying with the terms of said Compliance Schedule Agreement.

**SECTION 6.26 - WASTEWATER DISCHARGE PERMIT AND CONTRACT TRANSFER:**

Wastewater discharge permits and wastewater discharge permit contracts are issued to a specific user for a specific operation. A wastewater discharge permit shall not be reassigned or transferred or sold to a new owner, new user, different premises, or a new or changed operation. However, nothing in this Section shall be construed to prevent the application of the terms and conditions of this Ordinance, including enforcement penalties, from applying to a succeeding owner, successor in interest, or other assigns of an existing contract of permit holder.

**SECTION 6.27 - WASTEWATER DISCHARGE PERMIT FEES:** It is the purpose of this Section to provide for the establishment of a method to recover costs from users of the District's wastewater facilities for the implementation of the program established herein. Any additional administrative costs to be considered may include increased potential for the administrative oversight by Federal, State, and local agencies as well as the potential for increased liability exposure and associated legal costs. By separate ordinance, the Board shall establish fees for implementing this program. Types of fees to be established for Wastewater Discharge Permits or Waste Hauler Permits are defined below:

- A. Application Fee: An Application Fee will be established to recover the District's estimated cost in reviewing the application for a Wastewater Discharge Permit. The Application Fee, upon being established by separate ordinance shall be paid to the District upon submission of the permit application. Should the permit be denied, the Application Fee will not be refunded.
- B. Renewal Application Fee: The Renewal Application Fee is established to recover the District's estimated cost in reviewing the renewal application for a Wastewater Discharge Permit. The Renewal Application Fee, upon being established by separate ordinance, shall be paid to the District upon submission of the permit application. Should the permit renewal be denied, the Renewal Application Fee will not be refunded.
- C. Permit Issuance Fee: The Permit Issuance Fee is established to recover the District's estimated cost for processing each class of permit, including establishing the permit requirements, District compliance reporting to the State and EPA, and minor permit modification during the life of the permit. The Permit Issuance Fee, upon being established by separate ordinance, shall be paid each time the permit is issued and when the permit is reissued. The Permit Issuance Fee shall be paid to the District prior to issuance or re-issuance.
- D. Permit Monitoring and Inspection Fee: The Permit Monitoring and Inspection Fee, upon being established by separate ordinance, will recover the District's costs based on an estimate of the

costs of routine monitoring for compliance and periodic inspection of the permittee's processes during the life of the permit. The Permit Monitoring and Inspection Fee will vary from permit to permit and will depend on the frequency of the monitoring and cost of the necessary laboratory tests to verify compliance with the permit conditions. This fee may be billed directly to the permittee in advance and is payable within fifteen (15) days from the date of invoice.

- E. Noncompliance Monitoring Fee: The Noncompliance Monitoring Fee, upon being established by separate ordinance, will consist of actual costs incurred by the District associated with any additional inspection, sampling, analysis, and reporting; together with direct labor, labor burden, and overhead of District personnel and all direct costs for work performed as a result of a permittee's noncompliance with permit conditions. The Noncompliance Monitoring Fee will be billed directly to the permittee as costs are incurred and is payable within fifteen (15) days from the date of invoice.
- F. Surcharge Fee: In order to equitably distribute the costs of operating the POTW, a surcharge fee may be imposed. Such fees will recover abnormal costs associated with treatment of high strength conventional pollutants and high flows. A separate ordinance will establish rates and conditions of surcharge fees.

Permittees shall also pay all other applicable District fees and charges as provided elsewhere in this Ordinance, and sewer service charges in accordance with separate District regulations.

**SECTION 6.28 - REPORTING REQUIREMENTS--NOTIFICATION OF SLUG LOAD OR ACCIDENTAL SPILL:** It is the responsibility of all industrial users to telephone and notify the District immediately after the incident of any slug load or accidental discharge as required by Section 6.13 of this Ordinance, except in cases where such action may be necessary to terminate the spill or discharge, or to take such action(s) necessary to prevent further damage to the facilities or to protect lives and/or other property. Notification shall include location of discharge, type of waste, duration, concentration and volume, cause of the incident and corrective actions to be taken.

- A. Written Notice: A written follow-up report of the incident shall be filed and signed by the authorized signator of the user with the District within five (5) days. The report shall specify and/or include:
  1. Description of the accidental spill or slug load, the cause(s) thereof and the accidental spill's or slug load's impact on the user's compliance status.
  2. Duration of noncompliance, including exact dates and times of noncompliance, and if the noncompliance continues, the time by which compliance is reasonably expected to occur.
  3. All steps taken or to be taken to reduce, eliminate, and prevent recurrence of such accidental spill, slug load, or other conditions of noncompliance.
  4. A self critique and evaluation of the user's response and actions for each incident, including if appropriate, an explanation why any action(s) to terminate the spill/discharge or to protect life and property, prevented immediate notification.

Such notification shall not relieve the user of any expense, loss, damage, or other liability which may be incurred as a result of damage to District facilities, fish kills, or any other damage to person or property; nor shall notification relieve the user of any fines, penalties, or other liability which may be imposed by this Ordinance or other applicable law.

- B. Notice to Employees: Users who are employers shall permanently post a notice on their bulletin board, or other prominent place, advising employees of the user whom to call in the event of such a discharge. The user shall ensure that all employees who may cause or suffer such discharge to occur are advised of the emergency notification procedure.

**SECTION 6.29 - REPORTING REQUIREMENTS--PRIOR NOTIFICATION OF CHANGE IN VOLUME OR CHARACTER OF WASTEWATER:** All users shall promptly notify the District in writing (except in emergencies where telephone notification is acceptable) prior to: (1) any new or increased discharge or any change in nature of their discharge which discharge does not meet pretreatment standards or requirements, or has the reasonable potential to cause the District to violate its NPDES permit, or to cause problems to the District wastewater system; and (2) any substantial change in volume or character of pollutants in their discharge, including listed or characteristic hazardous wastes.

**SECTION 6.30 - NOTIFICATION REQUIREMENTS--BASELINE REPORT:** All Categorical Users, subject to National Categorical Pretreatment Standards, shall submit to the District a baseline report within one hundred and eighty (180) days of the effective date of this Ordinance or one hundred and eighty (180) days after final decision on a category determination by EPA or the State, whichever is earlier. The baseline report shall contain the information specified in 40 CFR 403.12(b). The information required for application for a permit under Section 6.19 and/or for modification of a permit under Section 6.25 of this Ordinance may fulfill the requirements of the baseline report. If in submitting information to apply for or modify a permit, the user also intends to fulfill the requirements for the baseline report, the user shall so state.

**SECTION 6.31 - NOTIFICATION REQUIREMENTS--COMPLIANCE REPORT:** Within ninety (90) days following the date for final compliance with applicable pretreatment standards or requirements or, in the case of a new user, following commencement of the introduction of wastewater into District facilities, any user subject to pretreatment standards or requirements shall submit to the District a report indicating the nature and concentration of all pollutants in the discharge from the regulated process which are limited by pretreatment standards or requirements, the average and maximum daily flow for these process units, and the actual average production rate for these process units. The report shall state whether the applicable pretreatment standards or requirements are being met on a consistent basis and, if not, what additional operational and maintenance changes and/or pretreatment is necessary to bring the user into compliance with the applicable pretreatment standards or requirements. This statement shall be signed by an authorized representative of the industrial user and a certified qualified professional. Filing of this compliance report cannot relieve the user of any fines, civil penalties, or other liability which may be imposed by this Ordinance or other applicable law for failure to meet the applicable pretreatment standards or requirements subsequent to the date for final compliance with such applicable standard.

**SECTION 6.32 - PERIODIC COMPLIANCE REPORTS:** Categorical User and Significant Industrial Users shall submit a report to the District twice a year or more frequently as specified in

the permit or permit contract. Other Industrial Users may be required to submit periodic compliance reports depending on the nature of their discharge. Periodic compliance reports shall be submitted within fifteen (15) days of receipt of the laboratory report. The compliance report shall contain such information as may be deemed by the District to be necessary to ensure compliance with the provisions of this Ordinance. Compliance reports shall, at a minimum, contain the following:

- A. The nature and concentration of pollutants which are limited by pretreatment standards or requirements, or which are specified in the permit or permit contract for each regulated waste stream.
- B. A record of average daily flow for the reporting period for each regulated waste stream.
- C. Such other wastewater effluent data as the user has obtained since the last compliance report, whether or not that data is specifically required by the user's permit or permit contract.
- D. Methods utilized by the user in collecting the wastewater sample for analysis including, but not limited to, the sampling device(s) used, the sampling period, the amount of each sample collected, sample handling and preservation techniques used, and date of sample delivery to the laboratory for analysis.
- E. In the event a sample from a periodic compliance report indicates that a constituent is in violation of the allowable concentration levels as set forth in the user's permit or permit contract, the user shall inform the District within the next business day following the discovery of the violation, repeat the sampling and pollutant analysis for the parameter in violation, and submit in writing the results of this second analysis within thirty (30) days of the discovery of the first violation. The initial sampling and analysis report shall be submitted within fifteen (15) days of the initial sampling date with a cover report setting forth the causes of the violation, the remedial actions taken to date in regard to the violation, and the scheduled additional actions which will be implemented to prevent a reoccurrence.

The District may also at any time require a signed statement by the user setting forth management practices and/or material usage practices which have an effect on the nature, volume, and quality of the wastewater discharge and/or which potentially will affect the ability to comply with pretreatment standards requirements.

The District may impose mass limitations on users where the imposition of mass limitations are appropriate. In such cases, the report required under subparagraph (A) above shall indicate the mass of pollutants regulated by pretreatment standards or requirements in the effluent of the user. These reports shall contain the results of all sampling and analysis of the discharge including the flow, concentration, and mass of pollutants regulated by the applicable pretreatment standard or requirement. The user shall provide the actual average production rate of the regulated processes during the reporting period.

**SECTION 6.33 - MONITORING REQUIREMENTS:** Any user may be required to provide wastewater sampling and/or monitoring results or to submit to monitoring by the District to assist the District in establishing the appropriate category of the user and/or to evaluate compliance with

the standards and requirements of this Ordinance. All sampling shall be in accordance with 40 CFR 136.

- A. Classification Sampling: All industrial users may be required to sample and analyze their waste stream(s) to determine the appropriate class of the user. Classification sampling shall be at the District's request. The number and type of samples and pollutants analyzed shall be as specified by the District in order to adequately characterize the user's wastewater discharge(s).
- B. Baseline Sampling: Categorical Users and Significant Industrial Users shall sample and analyze their regulated waste stream(s) as part of a permit application or modification of a permit as specified in Sections 6.19 and 6.25 of this Ordinance. In addition, all Categorical Users required to submit baseline reports, as specified in Section 6.30 of this Ordinance, shall sample and analyze their regulated waste stream(s) in accordance with the requirements of 40 CFR 403.12(b). Samples shall be analyzed for constituents or characteristics including, but not limited to, those mentioned in Section 6.05 of this Ordinance and/or in applicable State Pretreatment Standards or requirements, or National Pretreatment Standards, or as otherwise required by the District.
- C. Initial Compliance Sampling: All Categorical Users and Significant Industrial Users shall sample and analyze their regulated waste stream(s) for the compliance report as specified herein. Samples shall be analyzed for those pollutants regulated in the applicable pretreatment standard or requirement, or as otherwise required by the District.
- D. Periodic Compliance Sampling: All Categorical Users and Significant Industrial Users shall sample and analyze their regulated waste stream(s) to evaluate compliance with the user's permit or permit contract. Periodic compliance monitoring shall be conducted at least twice each year unless specified more frequently in the user's permit or permit contract, or in the applicable National Categorical Pretreatment Standard. Samples shall be analyzed for those pollutants regulated in the applicable pretreatment standard or requirement, or as otherwise required by the District.
- E. Sampling and Evaluation Program (SEP): Whenever sampling results indicate that the user's regulated waste stream(s) is in violation of any pretreatment standard or requirement, the user shall collect two (2) additional samples to assess the degree of violation. For additional samples, the user need only analyze for the pollutant(s) which were identified in the original violation(s). The user shall provide the District with the results from the confirmation sampling within forty-five (45) days of the date the violation was discovered. The District shall also collect at least one sample as part of the SEP. If the laboratory results performed during the initial SEP do not qualify the user to be removed from SNC status, the District may require the user to repeat the process, initiate formal enforcement, or both.
- F. Other Compliance Sampling: All Categorical and Significant Industrial Users may be required by the District to conduct compliance sampling in addition to those described above. This could include, but is not limited to, sampling required by the District in an Enforcement Compliance Schedule Agreement.
- G. District Sampling: The District may collect and analyze samples on its own or request the user to split samples to evaluate compliance with this Ordinance, or the user's permit, or permit

contract. The District also reserves the right to conduct all sampling and analysis for the user with all costs borne by the user. In the event that data obtained by the District differs from data provided by the user, the District's data shall be presumed accurate unless and until the user provides substantial evidence otherwise. In the event that the District performs the sampling, whether announced or unannounced, the user may request that the District split its samples and provide one of the split samples for the user's independent analysis.

**SECTION 6.34 - SAMPLING PROCEDURES:** All sampling and testing undertaken for the purpose of compliance with the sampling and reporting requirements of this Ordinance shall be undertaken in accordance with 40 CFR 403.12 and 40 CFR 136. Each regulated waste stream shall be sampled and analyzed separately unless the District allows the user to sample and analyze the combined waste streams. The methods of obtaining the sample shall be specified by the District. As an alternative, a sampling program proposed by the user shall be submitted to the District for review prior to initiating said program. The District may state special sampling requirements as needed to insure compliance with this Ordinance.

**SECTION 6.35 - ANALYTICAL PROCEDURES:** All samples shall be preserved and analyzed in accordance with the procedures presented in CFR Title 40, Part 136, Guidelines Establishing Test Procedures for the Analysis of Pollutants, or if 40 CFR Part 136 does not contain sampling or analytical techniques for the pollutant in question, in accordance with procedures approved by the EPA, Standard Methods for Examination of Water and Wastewater, and/or the District. Unless approved otherwise by the District, all analyses shall be performed by a laboratory(s) certified by the State for the specific pollutants and matrix to be analyzed.

For each sampling event, the user shall record and maintain the following information necessary for compliance with chain of custody procedures:

- A. The date, exact place, method, and time of sampling, and the signatures of each person who has handled the samples.
- B. Sample preservation used.
- C. The dates analyses were performed.
- D. Who performed the analyses.
- E. The analytical techniques/methods used.

**SECTION 6.36 - SAMPLING RECORDS:** Records of each sampling event including the original laboratory analytical results, shall be maintained a minimum of three (3) years or, if requested, shall be provided to the District or as each individual permit requires.

**SECTION 6.37 - MONITORING/SAMPLING FACILITIES:** The District may require monitoring facilities to be provided and operated at the user's own expense to allow inspection, sampling, and flow measurement of regulated discharge. Such monitoring facilities may be required to be retrofitted into the existing sewer system in order to bring existing users into compliance with this Ordinance. The monitoring facility shall be accessible to District staff at all times and should normally be situated on the user's premises; but the District may, when such a location would be

impractical or cause undue hardship on the user, allow the facility to be constructed in the public street or sidewalk area, and located so that it will not be obstructed by landscaping or parked vehicles.

There shall be ample room in or near such sampling manhole or facility to allow accurate sampling and preparation of samples for analysis. The facility, sampling, and measuring equipment shall be maintained at all times in a safe and proper operating condition at the expense of the user. Any existing plumbing that is incompatible with monitoring equipment shall be modified at the user's expense. Any proposed modification to the existing plumbing shall be approved by the District prior to installation.

Whether constructed on public or private property, the sampling and monitoring facilities shall be provided in accordance with the Agency Design and Construction Standards for Sanitation Facilities and all applicable local construction standards and specifications. Construction of monitoring facilities shall be completed within forty (40) days following written notification by the District, unless a time extension is granted or another construction completion date is negotiated and agreed upon by the District. The monitoring facility shall be constructed in such a way as to isolate the industrial process wastewater from dilution by domestic wastewater or other processes and to provide a representative sample.

**SECTION 6.38 - SIGNATORY REQUIREMENTS:** All applications, reports, or other information submitted to the District must contain the following certification statement:

"I certify under penalty of perjury that this document and all attachments were prepared under my direction or supervision and in accordance with the system designed to insure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person(s) who manages the system, or those directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for knowingly submitting false information, including the possibility of fine and/or imprisonment for knowing violations."

This statement shall be signed by an authorized representative of the industrial user as defined in 40 CFR 403.12(l)(1-4).

**SECTION 6.39 - RIGHT OF ENTRY:** The District has the right of inspection of the premises of any user to ascertain whether the objectives of this Ordinance are being met and all standards and requirements are being complied with. Persons or occupants of premises where wastewater is generated or discharged, or where hazardous substances or hazardous wastes are present, shall allow the District or their representative ready access at all reasonable times to all parts of the premises for the purposes of inspection, sampling, photographing, analysis, records examination and copying, or collection of other evidence of a violation of this Sanitation Code as may be necessary in the performance of any of their duties. The District, or their authorized representative, accompanied by such other representatives of other public agencies as may be appropriate, shall have the right to set-up on the user's property such devices as are necessary to conduct sampling inspection, compliance monitoring, and/or metering operations. Where a user has security measures in force which would require proper identification and clearance before

entry onto their premises, the user shall make necessary arrangements with their security personnel so that upon presentation of suitable identification, personnel from the District, along with other authorized representatives, will be permitted to enter, without delay, for the purposes of performing their specific duties and responsibilities.

Such inspection(s) shall be made with the consent of the owner or possessor of such facilities or, if such consent is refused, with a warrant duly issued pursuant to the procedures set forth in Title 13 (commencing with Section 1822.5) of part 3 of the Code of Civil Procedure; provided, however, that in the event of an emergency affecting public health or safety, such inspection may be made without consent or the issuance of a warrant. To the extent that the owner or possessor of the premises requires that a warrant be received, the District may, in its discretion, suspend the right to discharge to sanitary facilities immediately and such suspension may continue until such time as a warrant has been received and the inspection has been completed. The suspension shall be lifted if no violation of this Ordinance, or other District ordinances or regulations, if applicable, is found. In the event that violation of this Ordinance, or other District ordinances or regulations, if applicable, is found, then the suspension may, in the discretion of the District, be continued or terminated, or other enforcement remedies may be sought.

The District may choose to inspect the facility to determine compliance with all standards set forth in this Ordinance, or other District ordinances or regulations, if applicable, and additionally, such inspections may be undertaken to verify the wastewater flows and strengths reported by the discharger.

**SECTION 6.40 - PRETREATMENT FACILITIES:** Users shall provide necessary wastewater treatment as required to comply with this Ordinance and shall achieve compliance with all National Pretreatment Standards within the time limitations as specified by the Federal regulations, or this Ordinance, or the permit, or permit contract, whichever is earliest. Any facilities required to pretreat wastewater to a level acceptable to the District shall be provided, operated, and maintained at the user's expense. Detailed plans showing the pretreatment facilities and operating procedures shall be submitted to the District for review, and shall be acceptable to the District before construction of the facility. The review of such plans and operating procedures will in no way relieve the user from the responsibility of modifying the facility as necessary to produce an effluent acceptable to the District under the provisions of this Ordinance. Any subsequent changes in the pretreatment facilities or method of operation shall be reported to and be acceptable to the District prior to the user's initiation of the changes.

**SECTION 6.41 - PUBLICATION OF USERS IN SIGNIFICANT NONCOMPLIANCE:** Pursuant to Federal requirements, the District shall annually publish in the largest daily newspaper within the jurisdictional boundaries of the District a list of the users which were in significant noncompliance with any pretreatment requirements or standards during the twelve (12) previous months. The notification shall also summarize any enforcement actions taken against the user(s) during the same twelve (12) months.

**SECTION 6.42 - RECORDS RETENTION:** All records and reports relating to compliance with pretreatment requirements or standards shall be made available to officials of the EPA, State, and District, or their authorized representatives. These records shall be retained for a minimum of three (3) years from the date of the compliance report to which these records are applicable or three (3) years from the date any investigation or enforcement action undertaken by the District,

State, or EPA has been concluded, except when there is unresolved litigation regarding the user or the District to which such records are relevant, or a request of the General Manager of the District for a longer retention, in which cases the records shall be retained until the litigation is concluded (including the expiration of all periods of limitation and of all appeals), or as requested by the General Manager.

**SECTION 6.43 - CONFIDENTIAL INFORMATION:** Information and data on a user obtained from reports, questionnaires, permit applications, permits, monitoring programs, and inspections shall be available to the public or other governmental agency without notification unless the user specifically requests confidentiality and is able to demonstrate to the satisfaction of the District that the release of such information would divulge information, processes, or methods of production entitled to protection as trade secrets of the user.

The portions of such information which might disclose trade secrets or secret processes shall not be made available for inspection by the public but shall be made available upon request to other governmental agencies for uses related to this Ordinance, the National Pollutant Discharge Elimination System (NPDES), and/or the pretreatment program. Those portions of the information shall also be available for use by the State or any State agency in judicial review or enforcement proceedings involving the user furnishing the information. Wastewater constituents and characteristics will not be recognized as confidential information.

Information and data requested from a user which the user believes to be proprietary and the release of which to the public would substantially impair the operations of the user, may alternatively be provided to the District for its review at the facility of the user rather than provided to the District for its keeping, at the discretion of the District. The burden will be on the user to demonstrate to the satisfaction of the District that such information is proprietary and that this alternative procedure is necessary or appropriate and will not prevent the District from properly carrying out the objectives of this Ordinance. Unless those documents claimed as confidential by the user are clearly marked or stamped with the words "confidential - proprietary information," the District shall treat all such documents as a matter of public record.

Information received by the District as confidential, shall not be transmitted to any person except the Environmental Protection Agency, the State Water Quality Control Board, the Regional Water Quality Control Board and/or any other agency having jurisdiction, until the District provides the user in question with a ten (10) day notification.

## ARTICLE VII - ENFORCEMENT

- SECTION 7.01 - ENFORCEMENT MECHANISMS
- SECTION 7.02 - INFORMAL ADMINISTRATIVE ACTIONS
- SECTION 7.03 - ADMINISTRATIVE ORDERS AND COMPLIANCE SCHEDULES
- SECTION 7.04 - SAMPLING AND EVALUATION (S&E) PROGRAM - GROUNDS FOR INSTITUTING
- SECTION 7.05 - S&E PROGRAM - REVEALING NONCOMPLIANCE
- SECTION 7.06 - CONTINUED NONCOMPLIANCE AFTER S&E PROGRAM OR ECSA
- SECTION 7.07 - ASSESSMENT OF CHARGES FOR OBSTRUCTION OF DAMAGE TO DISTRICT FACILITIES OR OPERATIONS
- SECTION 7.08 - SUSPENSION OF SERVICE
- SECTION 7.09 - REVOCATION OF PERMITS/TERMINATION OF PERMIT CONTRACT
- SECTION 7.10 - IMMEDIATE TERMINATION OF DISCHARGE
- SECTION 7.11 - ADMINISTRATIVE CIVIL PENALTIES
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- SECTION 7.15 - OTHER CIVIL ACTIONS
- SECTION 7.16 - GENERAL CRIMINAL PENALTIES
- SECTION 7.17 - FALSIFYING INFORMATION
- SECTION 7.18 - NOTIFICATION PROCEDURES TO THE USER
- SECTION 7.19 - NOTIFICATION PROCEDURES TO DISTRICT
- SECTION 7.20 - COSTS
- SECTION 7.21 - RESPONDING TO SIGNIFICANT NONCOMPLIANCE

**SECTION 7.01 - ENFORCEMENT MECHANISMS:** It is the intent of this Enforcement Section to provide adequate mechanisms to achieve a maximum degree of compliance with this Ordinance by all users. These enforcement provisions apply to all classes of users to the extent such user violates any provision of this Ordinance or administrative order of the District pursuant to this Ordinance. In order to achieve the maximum degree of compliance desired, the District will use a variety of enforcement mechanisms. The enforcement mechanisms set forth range from informal administrative action to a request for criminal prosecution. The District may, in its discretion, implement the use of any mechanism or the concurrent use of several mechanisms in order to enforce the provisions of this Ordinance. The enforcement mechanisms provided herein may be cumulative in respect to such other enforcement mechanisms or civil and criminal penalties as may be otherwise available under the laws of the State of California and the United States of America. Nothing in this Ordinance is intended to prevent State and/or Federal regulatory agencies from undertaking enforcement actions as may otherwise be available due to a violation of this Ordinance which also constitutes a violation of Federal or State statutes and regulations, such as: (1) the Clean Water Act (33 U.S.C.A. §1251, *et seq.*); (2) the California Porter-Cologne Water Quality Act (California Water Code § 1 3000, *et seq.*); (3) the California Hazardous Waste Control Law (California Health and Safety Code §25100 - §25250); (4) the Resource Conservation and Recovery Act (42 U.S.C.A. §6901, *et seq.*); and (5) California Government Code §54739 - §54740.6. The referenced State and Federal laws, along with other pertinent laws, provide authority for the District's enforcement mechanisms.

The enforcement mechanisms available to the District for violations of the provisions of this Ordinance, applicable District resolutions, and permit or permit contract provisions include the following:

- A. Informal administrative action (including NOVs and warning notices).
- B. Administrative orders.
- C. Institution of Sampling and Evaluation Programs, Enforcement Compliance Schedule Agreements, and related administrative orders.
- D. Assessment of charges for obstruction or damage to District facilities or operations.
- E. Suspension or termination of services.
- F. Administrative complaints for administrative civil penalties.
- G. Civil action.
- H. Criminal action.

**SECTION 7.02 - INFORMAL ADMINISTRATIVE ACTIONS:** District staff may, on an informal basis, take action against a discharger for minor violations, or technical or clerical shortcomings of a user or a user's compliance submittals. These informal administrative actions may include informal notices (i.e., telephone calls to the user's representative), Notice of Violation (NOV), and informal meetings or informal warning letters. Such action will not prevent a subsequent or concurrent imposition of other enforcement mechanisms.

**SECTION 7.03 - ADMINISTRATIVE ORDERS AND COMPLIANCE SCHEDULES:** When the General Manager finds that a user has violated the prohibitions or requirements of this Ordinance or the provisions of a wastewater discharge permit or wastewater discharge permit contract, the General Manager may issue an administrative order directed at those users not complying with such prohibitions, limitations, requirements, or provisions to (1) cease to discharge immediately; (2) comply with requirements immediately; or (3) make such changes to their pretreatment facility and procedures immediately as to insure full compliance. The General Manager may take other actions as it deems appropriate, such as installing locking device on manholes or cleanouts, to prevent prohibited or unapproved discharges to the wastewater collection system.

The General Manager may also issue, under the circumstances set forth above, an order containing a compliance schedule or a time schedule setting forth dates by which specific corrective actions must be completed.

**SECTION 7.04 - SAMPLING AND EVALUATION PROGRAM - GROUNDS FOR INSTITUTING:** In addition to those grounds set forth in Section 6.32 (E), grounds for instituting a Sampling and Evaluation (S&E) Program include compliance sampling or District sampling indicating a significant noncompliance (SNC). The S&E Program may consist of District sampling of the discharger's wastewater at the first opportunity convenient to the District, upon which daily samples may be taken continuously for up to five (5) days, or longer if determined necessary by

the General Manager. The District or outside laboratory shall analyze these samples for the constituents in violation and provide notice to the discharger in regard to the results of said sampling. Violations occurring during the S&E Program shall constitute additional and subsequent violations under this Ordinance or under any applicable law.

**SECTION 7.05 - S&E PROGRAM - REVEALING NONCOMPLIANCE:** If the S&E Program reveals user noncompliance with the prohibitions or specific pollutant limitations specified in this Ordinance, or in the user's permit or permit contract, the District may take any or all of the following actions:

- A. The user may be assessed all costs incurred during the S&E Program for sampling and analysis, including labor, equipment, materials, outside services, and overhead.
- B. The General Manager may place the user on a compliance schedule or undertake another S&E Program. The compliance schedule shall provide for minimum required actions to be undertaken by the discharger to alleviate the violation and a schedule for completion of said actions. The compliance schedule may include interim constituent level maximums. All violations of constituent maximums or other requirements set forth in the compliance schedule, including failure to meet schedule dates, shall constitute violations of this Ordinance and other applicable laws, and each day a discharger fails to meet a schedule date shall constitute a separate violation. Any constituent limit violation during the compliance schedule period shall provide grounds for the institution of an additional S&E Program.
- C. The General Manager may amend an existing permit through an Enforcement Compliance Schedule Agreement (ECSA). This may be done after consultation with the user when the user has shown good faith in trying to comply but requires additional time for construction and/or acquisition of equipment related to pretreatment. The permit may be amended with the ECSA for a period of up to one hundred and eighty (180) days; however, this period may be extended for a period not to exceed an additional one hundred and eighty (180) days upon determination by the General Manager that good cause exists for an additional period. No further extensions shall be granted except upon approval of the Board of Directors.
- D. Any other enforcement mechanism set forth in this Ordinance or other applicable law may be commenced.

**SECTION 7.06 - CONTINUED NONCOMPLIANCE AFTER S&E PROGRAM OR ECSA:** If a discharger remains in noncompliance because corrective action is not taken within forty-five (45) days after completion of an S&E Program or the expiration of an ECSA, an Administrative Order may be issued.

**SECTION 7.07 - ASSESSMENT OF CHARGES FOR OBSTRUCTION OR DAMAGE TO DISTRICT FACILITIES OR OPERATIONS:** When a user's discharge, whether due to negligence, accident, spill, or otherwise, causes an obstruction, damage, or any other impairment to the District's operation or facilities, the District may impose a charge on the user for the cost to clean or repair the facility, or costs incurred to resume normal operations. An administrative service fee to cover the District's administrative costs (equal to 25% of the District's direct costs) may be added to these charges. The total amount shall be paid within forty-five (45) days of invoicing by the District. If it can be shown that the user's discharge caused or significantly

contributed to the District violating its discharge requirements, or incurring additional expenses, or suffering loss or damage to the operation or facilities, then the user shall be responsible for any costs or expenses, or a prorated portion of such expenses, including assessments or penalties imposed by other agencies or the court on the District.

**SECTION 7.08 - SUSPENSION OF SERVICE:** The General Manager may suspend the wastewater treatment service and/or a wastewater discharge permit or permit contract by issuance of a cease and desist order in accordance with Section 7.03, when the District makes the determination that such suspension is necessary. A suspension shall be justified in order to prevent an actual or threatened discharge which presents, or may present the following:

- A. An imminent or substantial endangerment to the health or welfare of individuals or the environment;
- B. The potential to interfere with the treatment plant or other District operations; or
- C. The potential to the District to violate any condition of its NPDES permit.

Additionally, a permit may be suspended for any of the conditions set forth justifying revocation of permit or termination of permit contract as set forth in Section 7.09. Nothing in this paragraph will limit the rights of the District to suspend or terminate service pursuant to specific permit or permit contract conditions which may be more stringent.

Any user notified of a suspension of service and/or the wastewater discharge permit or permit contract shall immediately stop or eliminate the discharge. In the event of a failure of the user to comply voluntarily with the Administrative Order, the District shall take such steps as deemed necessary to prevent or minimize damage to the District's facilities or endangerment to persons or the environment. The District may reinstate the wastewater discharge permit, permit contract, and/or the wastewater treatment service upon proof of the elimination of the non-complying discharge.

**SECTION 7.09 - REVOCATION OF PERMITS/TERMINATION OF PERMIT CONTRACT:** Any user who violates the following conditions is subject to having its permit revoked or permit contract terminated:

- A. Any user who knowingly gives or provides a false statement, representation, record, report, plan, or other document to the District or falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required under this Ordinance.
- B. Failure of a user to factually and completely report the wastewater constituents and characteristics of its discharge.
- C. Failure of the user to report significant changes in operations or wastewater constituents and characteristics.
- D. Refusal of reasonable access to the user's premises for the purpose of inspection or monitoring.

- E. Failure of a user to notify the District immediately of an accidental spill and/or slug discharge and/or take appropriate corrective action as required by this Ordinance to prevent a recurrence.
- F. Failure of a user to submit any required report and monitoring information in such time and in such manner as is required by this Ordinance.
- G. Violation(s) of the permit or permit contract requirements or conditions which are considered out of compliance with 40 CFR 403.8 f(1) vii A-H and/or a violation of this Ordinance. Any violation(s) of the discharge standards which are considered significant where a constituent concentration is determined to exceed five (5) times the concentration standard set forth in this Ordinance or any series of three (3) or more violations of the same constituent within a one (1) year period, shall constitute a significant violation.
- H. Failure to pay fees and charges, or penalties established pursuant to separate ordinances established by the District.

**SECTION 7.10 - IMMEDIATE TERMINATION OF DISCHARGE:** In the case of an actual or threatened discharge which, in the opinion of the General Manager reasonably appears to:

- A. Present an imminent or substantial endangerment to the health or welfare of persons or the environment;
- B. Interfere with the treatment plant or other District operations; or
- C. Cause, or potentially cause, the District to violate any conditions of its NPDES permit,

the General Manager may, after reasonably attempting to informally notify the user where time permits, take all necessary steps to halt or prevent such discharge including, but not limited to, plugging or physically disconnecting the user's access to the District wastewater system.

**SECTION 7.11 - ADMINISTRATIVE CIVIL PENALTIES:** Pursuant to the authority of California Government Code Sections 54739 to 54740.6, the District or District staff may issue administrative complaints, conduct administrative hearings, and/or impose civil penalties in accordance with the procedures set forth in these Sections for violation of the District's requirements as set forth in this Ordinance.

**SECTION 7.12 - CIVIL ACTION:** The District Board may direct District counsel, or other special counsel, to bring such civil actions as may be available by law or in equity in any court of competent jurisdiction to enforce the provisions of this Ordinance and to recover such charges, fees, penalties, and/or damages as may be assessed or may be incurred under the provisions of this Ordinance.

**SECTION 7.13 - INJUNCTION:** Whenever a discharge of wastewater is in violation of the provisions of this Ordinance, the District may petition the Superior Court for issuance of a preliminary or permanent injunction, or both, as may be appropriate in restraining the continuance of such discharge.

**SECTION 7.14 - CIVIL ACTION FOR PENALTIES:** Any user who violates any provision of this Ordinance, permit condition, or permit contract condition; or who violates any cease and desist order, prohibition, or effluent limitation, shall be liable civilly for a penalty pursuant to California Government Code Section 54740. Pursuant to the authority of the Clean Water Act, 33 U.S.C.A. Section 1251, et seq., any user committing a violation of any provision of this Ordinance, which is also a violation of a pretreatment standard, effluent standard, or limitation or other applicable provision of the Clean Water Act, shall be liable civilly. District counsel, or other special counsel designated by the Board, upon order of the District Board, shall institute such actions as may be appropriate in the appropriate court to impose, assess, and recover such sums.

**SECTION 7.15 - OTHER CIVIL ACTIONS:** At any time, whether prior to, during, or after any administrative procedures, the General Manager may require compliance with permit conditions or limitations by issuing Administrative Orders, including cease and desist orders and compliance schedules. Said orders are enforceable in a California court of general jurisdiction. The Board of Directors, however, may directly undertake any court action available at law or equity, including, but not limited to, a civil action for penalties without first seeking an Administrative Order or making use of a compliance schedule; and it may concurrently undertake such administrative and court actions as deemed appropriate.

**SECTION 7.16 - GENERAL CRIMINAL PENALTIES:** Any person who violates any provision of this Ordinance, permit, or permit contract, or who violates any Administrative Order, prohibition, or effluent limitation, is guilty of a misdemeanor. Each day a violation occurs may constitute a new and separate offense, and may subject the violator to an additional full measure of penalties as set forth herein. These penalties shall not limit or reduce any civil penalties for violations of this Ordinance, any permit, or permit contract.

**SECTION 7.17 - FALSIFYING INFORMATION:** Any person who knowingly makes any false statements, representations, or certification in any application, record, report, plan, or other document filed or required to be maintained pursuant to this Ordinance, or wastewater discharge permit, wastewater discharger permit contract; or who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required under this Ordinance, shall upon conviction be punished by a fine of not more than one thousand dollars (\$1,000) or imprisonment for not more than thirty (30) days, or both. Each separate act of falsification, tampering, or knowingly rendering inaccurate shall constitute a new and separate offense and shall be subject to the penalties contained herein.

Nothing in this Section is intended to exclude the potential for prosecution under the applicable perjury statutes of the State of California to the extent such falsification was incorporated in a document signed under the penalty of perjury.

**SECTION 7.18 - NOTIFICATION PROCEDURES TO THE USER:** Whenever the District finds that any user has violated or is violating the provisions of this Ordinance, a wastewater discharge permit, wastewater discharge permit contract, or any prohibition, limitation, or requirements contained herein, the District may serve upon such person a written notice stating the nature of the violation. Within thirty (30) days of the date of this notice, a plan for the satisfactory correction of the violation shall be submitted to the District by the user. The District may, however, take action without prior notification where the violation warrants immediate action, as set out in Section 7.10.

Whenever the District assesses a penalty or other form of enforcement action under the provisions of this Ordinance, the District shall serve upon such user a written notice stating the nature of the enforcement action being taken.

**SECTION 7.19 - NOTIFICATION PROCEDURES TO DISTRICT:** When a user discovers that it has violated or is violating a provision of the Ordinance, its wastewater discharge permit, its wastewater discharge permit contract, or any prohibition, limitation, or requirement contained therein, including a violation as may be caused by accidental discharge or spill, the user shall immediately notify the District upon discovery of such violation. Thereafter, within five (5) days following the accidental discharge or discovery of a violation, the user shall submit to the District a detailed, written report describing the accidental discharge or violation, and the measures taken by the user to prevent similar future occurrences. This written report regarding the violation may be included as a part of a periodic compliance report, or other report as may be required under this Ordinance, as long as the written report is provided within the five (5) days of discovery, which notification shall not relieve the user of any expense, penalty, fee, or other liability which may be incurred as a result of the violation.

**SECTION 7.20 - COSTS:** All costs associated with the District's undertaking of enforcement actions pursuant to this Ordinance, including attorney's fees for civil actions undertaken, shall be paid by the user. These costs may include but not be limited to the costs for termination of service, reinstatement of service, compliance sampling and analysis, and administrative activities undertaken by the District. However, if the user prevails in an appeal to the Board of Directors or a civil action taken to nullify an enforcement action pursued by the District under this Ordinance, the user shall not be responsible for the costs incurred by the District in pursuing said enforcement action.

**SECTION 7.21 - RESPONDING TO SIGNIFICANT NONCOMPLIANCE:** Any violation of pretreatment standards or requirements (limits, sampling, analysis, reporting and meeting compliance schedules, and regulatory deadlines) shall be an instance of noncompliance for which the industrial user is liable for enforcement, including penalties. The District is required to identify violations or patterns of violations by industrial users that are deemed to be instances of significant noncompliance (SNC). To the extent that a violation or pattern of violations is determined to be significant noncompliance, the District shall give additional priority to enforcement actions with regard to that industrial user.

Additionally, the determination of significant noncompliance shall be used as the basis for reporting same to the regulatory authorities and publishing of the list of significant non-compliers as is required of the District by law.

An industrial user is in significant non-compliance if its violation meets one or more of the following criteria:

- A. Chronic Violations: Chronic violations shall be deemed to be present when sixty-six percent (66%) of the measurements exceed the daily maximum limit or the average limit for the same parameter in a six-month period (any magnitude of exceedence).
- B. Technical Review Criteria (TRC): Violations, defined here as those in which thirty-three percent or more of all of the measurements for each pollutant parameter taken during a six

month period equal or exceed the product of the daily maximum limit or the average limit multiplied by the applicable TRC (TRC = 1.4 for BOD, TSS, fats, oil and grease and 1.2 for all other pollutants except pH).

- C. Other Effluent Limit Violations: Any other violation(s) of an effluent limit (average or daily maximum) that the District believes has caused, alone or in combination with other discharges, interference (e.g., slug loads) or pass through (including adverse effect on any toxicity testing); or endangered the health of the sewage treatment personnel or the public.
- D. Danger to Human Health or Welfare: This category also includes any discharge of a pollutant that has caused imminent endangerment to human health/welfare or to the environment, and has resulted in the POTW's exercise of its emergency authority to halt or prevent such a discharge.
- E. Violations of Compliance Schedule Milestones: Violations of compliance schedule milestones, contained in any order given to the user by the District, including an ECSA for starting and completing construction, attain final compliance within ninety (90) days after any scheduled date.
- F. Failure to Provide Proper Data: Significant noncompliance shall also include failure to provide reports for compliance schedules, self-monitoring data, or categorical standards (baseline monitoring reports, ninety (90) day compliance reports, and periodic reports) within thirty (30) days from the date such reports or other data are due.
- G. Failure to Accurately Report: Significant noncompliance status may also be derived from the failure of a user to accurately and promptly report any noncompliance. Any attempt to circumvent the reporting requirements or otherwise withhold noncompliance data from the District shall give rise to SNC status.
- H. Other Violations: SNC status may also result from any other violation or group of violations that the District determines may adversely affect its operations, or the accomplishment of the objectives of this Ordinance, including but not limited to an aggravated violation, pattern of noncompliance or other violations as defined in the District's Enforcement Response Plan.

## ARTICLE VIII - HEARINGS AND APPEALS

SECTION 8.01 - AVAILABILITY OF ADMINISTRATIVE APPEAL

SECTION 8.02 - ADMINISTRATIVE COMPLAINTS, HEARINGS AND APPEALS

**SECTION 8.01 - AVAILABILITY OF ADMINISTRATIVE APPEAL (Reconsideration of Staff Decision, Action, Determination):** Any user, permit applicant, permit or permit contract holder affected by any decision, enforcement action, or determination made by the District, interpreting or implementing the provisions of this Ordinance or in any permit or permit contract issued herein, may file with the General Manager a written request for reconsideration of a staff decision, action, or determination within fifteen (15) days of notification of said staff decision, action, or determination, except for Federal categorical pretreatment standards, which under Federal rules are not appealable. The written request for reconsideration shall detail facts supporting the user's request and such facts shall include a statement listing all relevant facts which shall be considered, including such facts as may not have been known or available to the District at the date of such action. The General Manager shall render a decision on the request for reconsideration within fifteen (15) days of receipt of the request, unless the General Manager requests additional information from District staff or the user. The General Manager shall concur, modify, or rescind the action, decision, or determination previously made. If the ruling on the request for reconsideration made by the General Manager is unacceptable, the user may, within ten (10) days after the date of mailing the notification of the General Manager's determination, file a written letter with the District, requesting for appeal to the District Board.

A user shall not have a right to an appeal to the District Board unless the user has complied with the procedures concerning the request for reconsideration by the General Manager, as set forth above.

When a written request for appeal to the District Board has been properly filed with the District, the District shall schedule the matter to be heard by the District Board within forty-five (45) days from the date of the filing of the written request. The District Board shall make a ruling on the appeal within fifteen (15) days from the date the hearing is closed unless the Board requests additional information from District staff or the user.

**SECTION 8.02 - ADMINISTRATIVE COMPLAINTS, HEARINGS AND APPEALS:** The General Manager shall have the authority to issue administrative complaints pursuant to California Government Code 54740.5. Such complaints shall be processed in accordance with Government Code 54740.5 and 54740.6 and any other applicable laws, if any.

## ARTICLE IX - WASTE HAULER PROGRAM

SECTION 9.01 - PERMISSIBLE WASTE HAULER DISCHARGES

SECTION 9.02 - WASTE HAULER DISCHARGE PERMIT

SECTION 9.03 - SECURITY--CASH DEPOSIT

SECTION 9.04 - MANIFEST PROCEDURES

SECTION 9.05 - FEES FOR DISCHARGE

SECTION 9.06 - REGULATION OF PROCEDURES

SECTION 9.07 - ACCEPTANCE OF GREASE

SECTION 9.08 - SONOMA COUNTY LIMITATION

**SECTION 9.01 - PERMISSIBLE WASTE HAULER DISCHARGES:** The Board finds that it is in the best interest of the citizens of Sonoma County in general, and in the best interests of the health and sanitation of the constituents of the District, that the District receive certain trucked-in waste at the treatment plant for disposal. It is the intent of the Board that the treatment facility shall only be used for the disposal of waste which are compatible with the treatment plant process and the continued operation of the treatment plant as a non-RCRA or non-hazardous waste disposal facility. Therefore, it is the intent of this Ordinance to prohibit the discharge from waste haulers of any hazardous waste as may be defined by either Federal or State statute and regulation, whichever is more stringent; and, further, to prohibit all such waste as is prohibited within Article 6 of this Ordinance, when such waste is trucked to the District and discharged pursuant to the District's waste hauler program.

**SECTION 9.02 - WASTE HAULER DISCHARGE PERMIT:** The District Board finds that in order to properly administer the discharge of waste to the District, a waste hauler discharge permit program is required. Therefore, all persons are prohibited from discharging trucked-in waste at the District's treatment facility unless and until such person(s) has complied with all of the requirements of this Article of the Ordinance, and has received a permit for waste discharge.

- A. Permit Term: The General Manager or the General Manager's delegated staff shall have the authority to issue waste hauler discharge permits for a period of two (2) years, with such permits being renewable on further application from the permittee for additional two (2) year periods upon favorable review by General Manager or the General Manager's delegated staff. The Hauler shall apply for permit reissuance a minimum of ninety (90) days prior to the expiration of the Hauler's existing permit.
- B. Permit Conditions: The General Manager or General Manager's delegated staff may prescribe such requirements as may be reasonable to ensure the carrying out of the purpose and polices of this Ordinance, as well as the stated purpose of the waste hauler program as set forth herein. The conditions upon which a waste hauler's discharge permit may be issued shall include, but not be limited to, the following:
1. Proof of a Sonoma County Health Department Waste Hauler Registration and Public Health License.
  2. Certification that the applicant has not been subject to any substantial enforcement actions relating to public health, waste hauling, and/or hazardous waste handling.

3. Provision of a list with license numbers of each vehicle which hauler proposes to use for discharge of waste at District facilities.
4. Certification that waste hauler has in place, and will maintain, vehicle insurance coverage which insures the hauler and the District against claims of personal injury and property damage (said minimum limits and coverage requirements may from time to time be set forth by the District).
5. The furnishing of a cash deposit or other security acceptable to the District in an amount set by the Board.

C. Modification, Denial, Revocation, or Suspension of Permit: The issuance of a waste hauler permit creates a conditional privilege to discharge. It does not create property rights (including real, personal, or intangible personal property rights), nor a vested irrevocable right or privilege. The terms and conditions of the permit may be subject to modification by the District during the term of the permit as limitations or requirements are modified or other just cause exists. The hauler shall be informed of any proposed changes in the permit at least thirty (30) days prior to the effective date of change. The conditions under which a wastewater hauler permit may be denied, revoked, or suspended by the District include, but are not limited to, the following:

1. Acceptance of the hauled waste would cause or threaten to cause the District to violate its National Pollutant Discharge Elimination System (NPDES) permit, Waste Discharge Requirements (WDR's), or the receiving water quality standards or other regulation.
2. POTW's trucked waste receiving station and/or monitoring systems are unavailable, out of service or incompatible with the trucked waste material.
3. Substantial enforcement action taken by the District or another agency related to public health, waste hauling, and/or hazardous waste handling.
4. Failure of the waste hauler to comply with Federal, State, or District regulations and laws or permit conditions.
5. Termination of the waste hauler's vehicle insurance or reduction in coverage to a level below that required by the District.
6. Disposal of waste in an unlawful manner, whether within or outside the District.
7. Failure of the waste hauler to comply with the permit, wastewater handling and disposal, and reporting requirements of the Sonoma County Health Services Department.
8. Knowingly or negligently providing false information on any application, permit, or manifest form.
9. Disposing of any waste load to District facilities which originated outside the County.
10. Failure of the waste hauler to pay any fees, charges, or penalties assessed by the District.

11. Expiration, revocation, or suspension of Sonoma County Health Services Department Waste Hauler Registration or Public Health license.

12. Failure to deposit or maintain the required cash deposit.

**SECTION 9.03 - SECURITY--CASH DEPOSIT:** The Board finds that in order to ensure compliance of each waste hauler with the provisions of this Ordinance, and to further ensure payment of fees and charges for the discharge of trucked-in waste, a cash deposit, or other security acceptable to the District, shall be required of each permittee. The cash deposit shall be in an amount of one thousand dollars (\$1,000.00). However, if the General Manager determines the cash deposit should be increased in order to protect the interest of the District based on the nature of the current operations of a permittee or the prior history of compliance with the waste hauler program requirements, then the General Manager may increase such cash deposit or security to an amount sufficient to protect the interests of the District. The security amount shall not exceed five thousand dollars (\$5,000) without prior Board approval of said security amount. All security cash deposits shall be returned to hauler upon termination of permit, less any amounts used by the District to cover costs necessary to correct permittee's non-compliance with this Ordinance, and provided there are no outstanding permit violations and hauler has complied with this Ordinance and all permit conditions. In the case of such violations or non-compliance, the remainder of any security cash deposit shall be returned once such violations or non-compliance have been corrected. Waste hauler shall remain independently liable for any permit violations or non-compliance with this Ordinance regardless of whether a security deposit is provided, withheld, or returned.

A. Time of Payment: The cash deposit or acceptable security shall be posted prior to the issuance of the permit. To the extent the District draws on such cash deposit or security for costs, fees, payments, or penalties, as authorized hereunder, the permittee shall deposit with the District such additional funds as may be required to bring their cash deposit or security up to the total amount required under the permit prior to the continued discharge of waste. If the permittee fails to maintain a sufficient deposit with the District to meet its permit conditions, the District may suspend the permit (and permission to discharge) until such time as a sufficient deposit or security has been tendered and accepted.

B. Forfeiture of Deposit: All or a portion of the cash deposit or acceptable security may be forfeited to the District if any of the following actions occur:

1. The permittee knowingly provides false information on any application, permit, or manifest form.
2. The permittee discharges a non-domestic waste which does not comply with this Ordinance, including the provisions of any established, technically-based local limits, and the general and specific prohibitions contained herein.
3. Permittee disposes of a waste in an unlawful manner in any location within the District's service area.
4. A permittee becomes delinquent in making payment of applicable charges and fees for discharge of waste.

5. A permittee otherwise fails to comply with provisions contained in this Ordinance.

**SECTION 9.04 - MANIFEST PROCEDURES:** Any waste hauler who is discharging at a District facility shall be required to comply with the manifesting requirements set forth by District staff. Each discharger shall be required to provide a manifest document which shall indicate the source of all waste contained within the waste load to be discharged. The District may promulgate such other requirements with regard to manifesting as are in the determination of the District necessary to properly carry out the objectives of this Ordinance and the intent of the waste hauler program.

**SECTION 9.05 - FEES FOR DISCHARGE:** The Board may, by separate ordinance, from time to time set fees for the services provided the waste hauler with regard to discharge of trucked-in waste. The fees shall include, but not be limited to, fees to reimburse the District for the disposal and treatment costs of the discharge, and such other fees as may be required to reimburse the District for the administrative costs of processing the permits, administering the waste hauler program, operating septage discharge facilities, conducting laboratory analysis, and enforcing the provisions of this program. In order to equitably distribute the costs of operating the POTW, a surcharge fee may be imposed. Such fees will cover abnormal costs associated with treatment of high strength conventional pollutants and high flows. A separate ordinance will establish rates and conditions of surcharge fees.

**SECTION 9.06 - REGULATION OF PROCEDURES:** The District shall adopt such procedures as may be appropriate for the implementation of the waste hauler program. These procedures may include, but not be limited to, regulation of the times for discharge, designated discharge location, the amounts of discharge, and manner of discharge. The procedures may also include requirements such as laboratory testing of samples of the waste prior to discharge and procedures for reporting of the ultimate disposal location for waste which are not accepted at a District facility due to being rejected on the basis of a sampling analysis of its constituents.

**SECTION 9.07 - ACCEPTANCE OF GREASE:** No grease shall be allowed to be hauled in or discharged into any District facility.

**SECTION 9.08 - SONOMA COUNTY LIMITATION:** The District Board finds that it is not in the best interest of the District to accept trucked waste from locations which are not within Sonoma County. Therefore, the Board finds that the District shall only accept trucked-in waste pursuant to the provisions set forth herein and procedures established by the General Manager or the General Manager's delegated staff for trucked waste to the extent such waste is produced within, or emanates from, locations within Sonoma County.

## ARTICLE X - GREASE, OIL, AND SAND INTERCEPTOR PROGRAM

SECTION 10.01 - GREASE TRAPS AND OIL AND SAND INTERCEPTORS

SECTION 10.02 - ADMINISTRATION OF INTERCEPTOR PROGRAM

SECTION 10.03 - ENFORCEMENT

**SECTION 10.01 - GREASE TRAPS AND OIL AND SAND INTERCEPTORS:** All non-domestic users, including restaurants, gas stations, and auto repair establishments with floor drains located in service areas and auto or vehicle washing facilities, shall be required to install and maintain a grease, oil, and sand interceptor at the user's own expense when the General Manager finds that it is necessary for the proper handling of (a) liquid waste containing grease, (b) flammable wastes, (c) sand, or (d) other harmful constituents which may be properly eliminated from the sewerage system by use of an interceptor or trap. An interceptor is not required for a building used solely for residential purposes so long as there exists no common food preparation facility. An interceptor shall be required when the wastewater flow from the building is anticipated to contain grease, flammable substances, sand, or other harmful ingredients in amounts or concentrations which, in the discretion of the District, present the possibility of causing or contributing to the fouling of, or the blockage of, or other damage to the District sewerage system.

Proper sizing, selection, and installation of grease traps and interceptors shall be in accordance with the most recent Uniform Plumbing Code. The minimum size requirement shall be 35 gallons per minute/70 pound capacity. Oil and sand interceptors shall be situated on the user's premises and shall be so located as to be readily and easily accessible for cleaning and inspection. A sampling box or other appropriate sampling structure as specified by the District shall be installed and located immediately downstream of the user's oil and sand interceptor. Buildings remodeled for use requiring interceptors shall also be subject to these regulations.

Wastewater discharges from fixtures and equipment in the above-mentioned types of establishments which may contain grease, oil, sand, or other objectionable materials, including, but not limited to, scullery sinks, pot and pan sinks, dishwashers, food waste disposals, soup kettles, and floor drains located in areas where such objectionable materials may exist, may be drained into the sanitary waste through grease traps and oil and sand interceptors where approved by the General Manager or the General Manager's delegated staff; provided, however, that toilets, urinals, washbasins, and other fixtures containing fecal materials shall not flow through the grease trap or interceptor. Toxic substances concentrations in excess of Ordinance limits shall not be discharged into grease traps and interceptors.

Grease traps and oil and sand interceptors shall be maintained by the user in efficient operating condition by periodic removal of the accumulated grease, oil, or sand. Grease and oil interceptors shall be cleaned by a licensed and permitted waste hauler on a periodic basis as determined by the District so as to assure that the interceptor will operate as designed at all times. The use of chemicals, enzymes or additives to dissolve grease or oil is specifically prohibited. No such accumulated grease, oil, or sand shall be introduced into any drainage piping or public or private sewer.

Abandoned oil and sand interceptors shall be emptied and filled with suitable material as determined by the General Manager, the General Manager's delegated staff, or the County of Sonoma Environmental Health Department.

**SECTION 10.02 - ADMINISTRATION OF INTERCEPTOR PROGRAM:** The District shall administer an interceptor program which is intended to prevent grease, sand, flammable liquids, and other substances which are likely to block or create a hazard within the sewerage system from entering the system through use of interceptors or traps. The District may require any non-domestic user to install an interceptor or trap according to the guidelines set forth in the Agency's Standard Specifications or other program, prior to connection to the District; or at any time after connection to the District if the District discovers or determines subsequent to the connection that the building, facility, or operation of that user produces a waste with characteristics that would require installation of a trap or interceptor pursuant to this Ordinance. The installation of a proper interceptor or trap device shall be the responsibility of the parcel owner and the entity which applies for the connection or industrial user permit, and the owner/proprietor of the business or entity whose operations cause or contribute to the necessity for an interceptor or traps. The District shall determine whether a grease trap, grease interceptor, or other interceptor is required on a case-by-case basis based on an evaluation of objective criteria including, but not limited to, factors such as those listed hereunder:

- A. The type of facility (restaurant, bakery, cheese factory, yogurt shop, gas station, lube facility, etc.).
- B. The volume of the user's business or operation (such as number of meals served, number of seats, hours of operation).
- C. Size and nature of facilities (including kitchen facilities) based on size, type, number of fixtures, and type of processing or cooking equipment used.
- D. The type of service provided or operation undertaken (such as dine-in meal service versus carry-out meal service).
- E. The type of foods or other materials used in the cooking, processing, or manufacturing operations carried on within the user's facility.
- F. The overall potential for grease-laden, flammable, or sand-laden discharges.
- G. The existence of devices, procedures, or processes which are designed to minimize the amount of grease, sand, oil, or other flammable liquids from entering the sewer system.

The design, location, and procedures for operation of a required interceptor or trap shall be approved by the District. Such approval shall be obtained prior to the users connection of the facility to the District's sewerage system, in the event of new construction or remodeling. In instances where a user has already connected and the District determines that an interceptor or trap must be installed, the user shall promptly provide for the installation of the interceptor or trap within a reasonable time frame (as may be set by the District), including providing such design plans and operational plans as may be required. The installation of an interceptor or trap as required by this Ordinance on an existing user facility shall occur within reasonable time not to exceed one hundred (100) days after the user has been provided notice of the requirement that an interceptor or trap be installed. This 100-day limit may only be extended by written agreement of the District. Any users who are required to install or have in operation an interceptor or trap

pursuant to this Ordinance, shall be required to have a written plan of operation or program for their facility which is intended to insure that the interceptor or trap operates as designed to prevent grease, oil, sand, or other harmful constituents from entering the sewerage system. These procedures may include adoption of kitchen practices to minimize the grease-laden garbage which ultimately enters the facility's drains and floor traps and/or other such procedures as may be required for the proper operation of the interceptors.

**SECTION 10.03 - ENFORCEMENT:** Failure of any user who is required to maintain an interceptor or trap pursuant to this Ordinance and/or pursuant to lawful District direction, shall be subject to each of the enforcement provisions set forth in this Ordinance. The enforcement provisions of this Ordinance shall also apply to the failure to instruct personnel, or to maintain, pump, and/or institute a proper grease or flammable substance reduction program.

## **ARTICLE XI – MERCURY REDUCTION PROGRAM**

SECTION 11.01 - PURPOSE

SECTION 11.02 - WASTE MANAGEMENT PRACTICES

SECTION 11.03 - AMALGAM SEPARATORS

SECTION 11.04 - EXEMPTIONS

**SECTION 11.01 - PURPOSE:** Mercury is a toxic metal that bioaccumulates in several species of aquatic organisms. Dental amalgam is the largest controllable source of mercury to the District's sanitary sewer system. Dental amalgam is approximately fifty percent (50%) mercury, mixed with silver and other metals. The District Board finds that in order to significantly reduce the quantity of mercury entering the District's sanitary sewer system, a dental amalgam program is required.

**SECTION 11.02 – WASTE MANAGEMENT PRACTICES:** All users of and dischargers from dental facilities that remove or replace amalgam fillings shall comply with the following waste management practices:

- A. No person shall rinse chair-side traps, vacuum screens, or amalgam separator equipment in a sink or other connection to the sanitary sewer.
- B. Users of and dischargers from dental facilities shall ensure that all staff members who handle amalgam waste are trained in the proper handling, management, and disposal of mercury-containing material and fixer containing solutions, and shall maintain training records that shall be available for inspection by the District's Environmental Compliance Inspector during normal business hours.
- C. Amalgam waste shall be stored and managed in accordance with the instructions of the recycler or hauler of such materials.
- D. Bleach and other chlorine-containing disinfectants shall not be used to disinfect the vacuum line system.
- E. The use of bulk mercury is prohibited. Only pre-capsulated dental amalgam is permitted.

**SECTION 11.03 – AMALGAM SEPARATORS:** All users of and dischargers from dental vacuum suction systems, except as set forth in Section 11.04, below shall comply with the following:

- A. An ISO 11143 certified amalgam separator device shall be installed for each dental vacuum suction system on or before one year of the effective date of this Ordinance; provided however, that all dental facilities that are newly constructed on and after the effective date of this Ordinance shall include an installed ISO 11143 certified amalgam separator device. The installed device must be ISO 11143 certified as capable of removing a minimum of ninety five percent (95%) of amalgam. The amalgam separator system shall be certified at flow rates comparable to the flow rate of the actual vacuum suction system operation. Neither the separator device nor the related plumbing shall include an automatic flow bypass. For facilities that require an amalgam separator that exceeds the practical capacity of ISO 11143 test methodology, a non-certified separator will be accepted, provided that smaller units from the same manufacturer and of the same technology are ISO-certified. Alternative materials and methods may be proposed to the General Manager in writing along with technical data documenting equivalency submitted for review and approval. The General Manager, or the General Manager’s delegated staff, may approve alternative materials upon a written finding that the alternative materials and/or methods, based on a review of the submitted documentation, are found to be equivalent to the ISO 1143 certified amalgam separator devices referenced in this Section 11.03. If equivalency is not approved, and the proposed alternative materials or methods are not approved, the applicant may pursue approval pursuant to the provisions for obtaining a variance to this Ordinance.
- B. All amalgam separators installed pursuant to Section A above, shall be on the “Bay Area Pollution Prevention Group (BAPPG) list of Accepted Amalgam Separators,” dated May 2009 or the most recent revision. For amalgam separators installed prior to the date of this Ordinance, approval may be provided by the General Manager, or the General Manager’s delegated staff, on a case-by-case basis provided the amalgam separator meets the standards in Section A, above.
- C. Proof of certification and installation records shall be submitted to the District within thirty (30) days of installation. A form will be provided by the District and must be completed to demonstrate compliance.
- D. Amalgam separators shall be maintained in accordance with manufacturer’s recommendations. Installation, certification, and maintenance records shall be available for immediate inspection upon request by an authorized representative of the District during normal business hours.

**SECTION 11.04 – EXEMPTIONS:**

- A. The following types of dental Practice are exempt from Section 11.03, provided that removal or placement of amalgam fillings occurs at the facility no more than three days per year: Orthodontics, periodontics, oral and maxillofacial surgery, radiology, oral

pathology or oral medicine, and endodontistry and prosthodontistry.

- B. Facilities with vacuum suction systems that meet all of the following conditions may apply to the General Manager for an exemption to the requirements under Section 11.03:
1. The system was installed before the effective date of this Ordinance.
  2. The system is a dry vacuum pump system with an air-water separator.
  3. The sedimentation tank is non-bottom draining, with the drain above the anticipated maximum level of accumulated sludge.
  4. Evidence of regular pump outs (a minimum of once a year, or more often if either directed by the manufacturer or necessary to keep solids from exiting through the drain) is maintained and open to inspection by the District's Environmental Compliance inspector during normal business hours.
  5. The system has no direct discharge pipe to the sewer on the bottom of the sedimentation tank.

Any user or discharger whose facility meets all five conditions may apply for an exemption by written letter to the General Manager. The General Manager, or the General Manager's delegated staff, will review the system and if the exemption is approved, shall provide a written letter of exemption. An exemption obtained pursuant to Section 11.04 B, shall expire upon installation of a new vacuum system. Upon expiration of the exemption, the facility shall comply with Section 11.03 before commencing further operation.



## 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 Agenda Date:** February 7, 2017

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Cathy Patton -- 565-2073  
Paul Cocking – 565-2858

**Supervisorial District(s):**

Countywide

**Title:** Sonoma County Debt Management Policy

**Recommended Actions:**

Adopt amended changes to the existing County Debt Management Policy for inclusion in the Fiscal Policy Manual on behalf of the County, Community Development Commission, Sonoma County Water Agency, and the Agricultural Preservation and Open Space District, and other affected budget units.

**Executive Summary:**

The Auditor- Controller-Treasurer-Tax Collector (ACTTC) is proposing changes to the current Debt Management Policy to add language that conforms to new legislation that became effective January 1, 2017.

The California Debt and Investment Advisory Commission: Accountability Reports (SB 1029) became law in September 2016, and created several additional reporting obligations for the County as an issuer of public debt. The Auditor-Controller-Treasurer-Tax Collector is now required to track and confirm a connection between debt supported expenditures and the stated purpose of the related bond issuance; provide an annual debt report to the California Debt and Investment Advisory Commission; and to provide a statement about how policy goals relate to the County's planning goals and objectives.

**Discussion:**

In May 2012, the Board of Supervisors adopted the current Debt Management Policy to guide and regulate the County's issuance of debt and assist the County in maintaining a strong credit rating. The purpose of the County's Debt Management Policy is to ensure sound and uniform practices for issuing and managing debt. Accordingly, the Debt Management Policy formalizes the commitment of the Board of Supervisors, staff, advisors and other decision makers to adhere to sound financial management practices.

The County's Debt Management Policy has remained unchanged until the requirements imposed by the passage of SB 1029, which places additional reporting obligations on issuers of public debt in California.

Specifically, the California Debt and Investment Advisory Commission (CDIAC) must now collect, maintain and provide comprehensive information on all state and all local debt authorization and issuance, track and report on all state and local outstanding debt until fully repaid or redeemed, and serve as a statistical clearinghouse for all state and local debt.

For the County, the new law requires that the ACTTC take the following additional steps in its management of debt:

- Certify, at the time of sale, that the County has adopted local debt policies concerning the use of debt and that the proposed debt issue complies with these policies.
- Confirm the debt policies address the internal control procedures that the County has implemented to ensure debt proceeds will be directed to the intended use.
- Submit an annual debt report for any issue of debt which remains outstanding or until the proceeds have been fully spent.

These changes necessitate an update of the County’s Debt Management Policy to be in compliance which is before the Board today.

**Prior Board Actions:**

May 2012 – Board adoption of Debt Management Policy

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

Helps to ensure sound and uniform practices for issuing and managing County debt, which helps the County adhere to sensible fiscal management practices.

<b>Fiscal Summary</b>			
<b>Expenditures</b>	<b>FY 16-17 Adopted</b>	<b>FY 17-18 Projected</b>	<b>FY 18-19 Projected</b>
Budgeted Expenses			
Additional Appropriation Requested			
<b>Total Expenditures</b>	<b>NONE</b>		
<b>Funding Sources</b>			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
<b>Total Sources</b>	<b>NONE</b>		
<b>Narrative Explanation of Fiscal Impacts:</b>			
NONE			
<b>Staffing Impacts</b>			
<b>Position Title (Payroll Classification)</b>	<b>Monthly Salary Range (A – I Step)</b>	<b>Additions (Number)</b>	<b>Deletions (Number)</b>
NONE			
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
NONE			
<b>Attachments:</b>			
Debt Management Policy			
<b>Related Items "On File" with the Clerk of the Board:</b>			
Red-lined Debt Management Policy			



# Fiscal Policy Manual

**POLICY DE-1:** Policy for Debt Management

**APPROVED:** Board of Supervisors

**AUTHORITY:** Auditor-Controller-Treasurer-Tax Collector

**ISSUE/REVISED DATE:** February 7, 2017

## I. Introduction / Purpose

The purpose of the County of Sonoma (the "County") Debt Management Policy (the "Policy") is to ensure sound and uniform practices for issuing and managing debt. The County recognizes that it may need to enter into debt obligations to finance projects and to meet fiscal responsibilities. Accordingly, this Debt Management Policy confirms the commitment of the Board of Supervisors (the "Board"), staff, advisors and other decision makers to adhere to sound financial management practices.

The County's Comprehensive Annual Financial Report lists a number of legally separate organizations ("component units") for which the Board is financially accountable. This Policy informs the actions of these component units to ensure a uniform approach to the issuance of debt.

## II. Policy Objectives

The Policy objectives are as follows:

- Establish a systematic and prudent approach to debt issuance and debt management.
- Ensure access to debt capital markets and direct purchase investors (private placement providers) through prudent and flexible policies.
- Define specific limits or acceptable ranges for general fund supported debt and pension obligation debt.

## III. Scope

This Policy governs the issuance and management of all debt and lease financing activity by County entities and component units. The debt policies and practices of the County are subject to and limited by applicable provisions of state and federal law and to prudent debt management principles.

The County uses financing techniques prescribed under existing law for projects that require financing beyond the current fiscal year. These techniques can include, but are not limited to, certificates of participation, lease-back arrangements, and revenue and assessment bonds.

## IV. Debt Advisory Committee

The Debt Advisory Committee ("DAC") was formed by and is advisory to the County Administrator's Office ("CAO"). The Debt Advisory Committee ("DAC") is responsible for reviewing all proposed financing and providing the County Administrator's Office ("CAO") with a recommended course of action. The DAC may utilize the services of an independent Financial Advisor when analyzing proposed financing.

The DAC consists of seven members: (1) Auditor-Controller-Treasurer-Tax Collector (Chair), (2) County Administrator (Vice-Chair), (3) County Counsel, (4) Director of General Services, (5) Chief Engineer of the County Water Agency, (6) Executive Director of the Community Development Commission and (7) Assistant Treasurer. Members may specify an alternate to act in their place. Additional operating policies for the DAC are found under Section 1-3 of the Administrative Policy Manual - Policy for Debt Advisory Committee (Appendix A).

## **V. Delegation of Authority**

Government Code § 53635.7 requires that all borrowing be placed on the Board Agenda as a separate item of business. This Policy requires that the Board specifically authorize each financing proposal based on the recommendation of the CAO. Policy implementation and the day-to-day responsibility for and authority over the County's debt program will lie with the Auditor- Controller-Treasurer-Tax Collector (the "ACTTC") and that office's Revenue and Debt Division Manager (the "Debt Manager") with participation by County Counsel and other departments as necessary. The ACTTC and Debt Manager will be supported on an as-needed basis by other members of the financing team and a Financial Advisor. The services of other outside consultants may be retained if necessary.

This Policy will be reviewed annually and updated as necessary. Any changes to the Policy are subject to approval by the DAC and the Board. The revised Policy will be provided to all County entities and component units. While adherence to this Policy is required, the County recognizes that changes in capital markets, County programs, and other unforeseen circumstances may produce situations that are not covered by this Policy. This may require modification or exceptions to achieve Policy objectives. In these cases, flexibility is appropriate, provided specific authorization from the Board or the component unit's Board of Directors is obtained.

## **VI. Standards for Debt Financing**

The County will minimize the level of Direct Debt by incurring debt only in those cases where public policy, public interest and/or economic efficiency favor debt over cash financing or grant funding. In addition, the County shall use self-supporting (debt-service neutral or better) debt when possible. All debt issuance will fall within the limits permitted by the California Constitution and state law.

### **a. Relationship of Debt to Capital Improvement Program and Budget**

The County is committed to long-term capital planning and intends to issue debt for the purposes stated in this Policy including any policy decisions incorporated in any applicable capital budget and the capital improvement plan. The County in most cases will issue debt to finance capital projects.

### **b. Other Potential Reasons to Issue Debt**

Other possible reasons to issue debt include (but are not limited to) refinancing unfunded pension liabilities, allowing the County to cover periods of temporary cash shortfalls, refinancing bonds, and paying obligations imposed by law. Except to alleviate cash-flow timing issues within a fiscal year, the County will avoid using debt to finance reoccurring operating expenses. **Policy Goals Related to Planning Goals and Objectives**

The County is committed to long-term financial planning, maintaining appropriate reserve levels and employing prudent practices in governance, management and budget administration. The County intends to issue debt for the purposes stated in the Policy and to implement policy decisions incorporated in the County's annual operations budget.

It is the policy goal of the County to protect taxpayers, ratepayers and constituents by utilizing conservative financing methods and techniques so as to obtain the highest practical credit ratings (if applicable) and the lowest practical borrowing costs.

### **d. Credit Ratings**

Without compromising the County's objectives, the County will work to ensure that all debt issuances receive the highest credit ratings possible. In addition, the County will attempt to maintain or improve the credit ratings of outstanding bonds.

#### **e. Debt Issuance Requirements**

All debt is required to undergo a DAC review before receiving the recommendation of the CAO and the approval of the Board.

All debt will be limited by the constraints described in Section IX, "Debt Level / Affordability Targets."

#### **f. Method of Sale**

The County's goal is to protect the public's interest by obtaining the lowest possible interest cost. To obtain this goal, the County may use a competitive, negotiated, limited-competitive (hybrid) or private placement method of sale. The appropriate method should be determined on a case-by-case basis.

Before selecting a method of sale for public offerings, the financing team shall take into consideration the current market, the issuer's characteristics, and the proposed bond structure. Market considerations will focus on the supply and demand of competing issuances. Issuer characteristic considerations will include market familiarity, credit strength, and policy goals. Bond structure considerations will include the type of debt instrument, issue size, structure, and timing.

The County prefers the use of a competitive sale for public offerings. However, if the Financial Advisor believes that pre-sale marketing will enhance the County's ability to sell the bonds to the public, the financing team should evaluate the benefits and legality of a limited-competitive or negotiated sale.

Due to the limited liquidity of private placements, public offerings will typically offer a lower cost of funds. Private placements are typically utilized for smaller issuances, more complex bond structures, or financings with short lead time.

#### **g. Derivatives**

A derivative product is a financial instrument which derives its own value from the value of another instrument, usually an underlying asset such as a stock, bond, or an underlying reference such as an interest rate. Derivatives are commonly used as hedging devices in managing interest rate risk and thereby reducing borrowing costs. However, these products bear certain risks not associated with standard debt instruments. Accordingly, derivative products should only be employed after careful evaluation of potential benefits and risks with prior DAC and Board approval.

#### **h. Bond Counsel and Financial Advisor Requirements**

Where appropriate, Bond and/or Disclosure Counsel and a Financial Advisor will be engaged.

#### **i. Economies of Scale**

The County will bundle projects into fewer transactions to achieve economies of scale associated with costs of issuance when feasible. In addition, the County will seek to optimize the use of assets used as underlying collateral when considering any new debt issuance.

#### **j. Arbitrage Regulations**

Generally, tax-exempt bond issues are subject to IRS arbitrage rebate requirements. These requirements specify that any profit or arbitrage be rebated to the Federal Government. Rebate computations are typically required every five (5) years and upon final redemption or maturity of the bonds. Any excess earnings are required to be rebated to the Federal Government.

#### **k. Arm's Length Transactions**

The County will endeavor to have "Arm's Length Transactions," in which the buyers (underwriters) of the debt have no relationship with the County. For Arm's Length Transactions, the County and the buyer are both acting in their own self interest and are not subject to any pressure or duress from the other party.

### **VII. Purpose of Debt**

There are two basic types of debt: new money financings and refunding financings.

#### **a. New Money Financings**

The County may issue long-term debt in order to generate funding for capital projects. Short-term debt may be issued to generate funding for cash flow needs.

#### **b. Refunding Financings**

Refunding bonds are issued to retire all or a portion of an outstanding bond issue or other debt. Such bonds can be used to achieve present value savings on debt service, to modify interest rate risk, or to restructure the payment schedule, type of debt instrument used, or covenants of existing debt. The County must analyze each refunding bond on a present value basis to evaluate the economic effects. Policies on the administration of refunding bonds are detailed in Section VI.k. "Refunding Bonds".

### **VIII. Types of Debt / Terms of Debt – New Money**

There are a variety of debt structures that the County will consider to meet its funding needs.

Short term debt includes tax and revenue anticipation notes (TRANS), commercial paper, grant anticipation notes, bond anticipation notes and lines of credit. Long term debt structures include, but are not limited to, general obligation (GO) bonds, special assessment district bonds, lease revenue bonds, certificates of participation, enterprise revenue bonds, sales tax revenue bonds, asset securitizations and pension obligation bonds (POBs).

The County may also participate in conduit financing, in which the Board may approve the issuance of bonds for the purposes of commercial, industrial, or residential property development. This type of financing does not create a liability for the County.

#### **a. Debt Terms – New Money**

**Term and Structure:** Long-term debt financing of capital projects will be for a period not to exceed 120% of the expected average useful life of the assets being financed, and in no event should exceed thirty (30) years. Debt Service will be structured to be level over the length of the bonds except in those instances where it is economically advantageous to the County or meets other County objectives to structure debt service differently. Short term debt and structure will be determined on a case-by-case basis and will be consistent with appropriate legal and tax requirements.

**Coupon Premiums and Discounts:** Coupon Premiums and Discounts shall be determined on a case-by-case basis as recommended by the Financial Advisor.

**Call Provisions:** Debt will be structured with the shortest possible Optional Call consistent with optimal pricing and County objectives.

**Debt Service Reserve Fund:** For long term debt and where appropriate for short-term debt, a Debt Service Reserve Fund will be utilized to achieve optimal pricing. Alternately, a Surety Bond may be evaluated and used if found to be economically advantageous.

**Capitalized Interest:** All interest due from the date of debt issuance may be rolled into principal until substantial completion of the project being funded unless another asset pledge or other sources of funds are available.

**Variable Rate Debt:** To maintain a predictable debt service burden, the County will give preference to debt that carries a fixed interest rate. An alternative to the use of fixed rate debt is floating or variable rate debt. It may be appropriate to issue short-term or long-term variable rate debt to diversify the County's debt portfolio, reduce interest costs, provide interim funding for capital projects or improve the match of assets to liabilities.

Budgetary safeguards should be in place before incurring variable rate debt, and such debt should never amount to more than 20% of all outstanding debt. Before incurring variable rate debt, careful consideration should be given to current market conditions and trends, including the costs and availability of Liquidity Facilities. The County's cost for administering variable rate debt should be considered when comparing fixed and variable rate debt.

**Credit Enhancement:** The County will consider the use of credit enhancements on a case-by-case basis, evaluating the economic benefit versus the cost for each case. Bond insurance, stand-by letters of credit and other credit enhancements should be used only when they clearly demonstrate a net present value savings to the County.

**Senior/Subordinate:** Senior and Subordinate debt will be utilized in a manner that will minimize the costs of financing or maximize debt capacity.

## **IX. Refunding Bonds (Debt Refinancing)**

The County is responsible for acting upon refunding opportunities that offer significant savings over the maintenance of existing debt.

Periodically, the County will analyze and evaluate debt repayment opportunities based on current market conditions. Additionally, the County may request or receive analysis of an opportunity to refund existing debt from a Financial Advisor or other municipal financial market participant. The County will consider such opportunities and evaluate the economic benefit they may present.

### **a. Debt Service Savings**

The County has established a minimum present value cash flow savings threshold goal of three (3) percent of the refunded bond principal amount. A refinance may also be considered if other compelling reasons exist.

The present value savings will be net of all costs of the refinancing, will consider the difference in interest earnings of the debt service reserve funds of the refunded and refunding bonds, and may include any cash associated with the refunded bonds held by the Trustee. The decision to take the savings on an upfront or deferred basis must be approved by the Board after recommendation by the DAC and the CAO.

## **b. Guiding Principles**

In evaluating refunding opportunities and applying the above referenced guidelines, the DAC and staff shall also consider the following:

Adjustments to the savings threshold for Advance Refundings, may be justified based on the length of time before the call of the bonds to be refunded. The longer the escrow, the higher the savings threshold should be. Conversely, shorter escrows may justify a lower savings threshold.

The County should consider a forward refunding to preserve the ability to advance refund the bonds at a future date for Advance Refundings with very short escrows.

Adjustments to savings thresholds for both Advance Refundings and Current Refundings, may be justified based on:

- the length of time from the call to maturity. The longer the time to maturity, the higher should be the savings threshold. Conversely, a shorter time to maturity may justify a lower savings threshold.

- interest rates at the time of the refunding relative to historical markets. In low interest rate markets a lower threshold may be justified while a higher threshold would be justified in high interest rate markets.

The coupon structure and/or callability of the refunding bonds may also justify adjustments to the savings threshold. Non-callable refunding bonds, for example, might justify a higher threshold.

## **c. Restructuring**

The County will refund debt when it is in its best interest to do so. Refundings will include restructuring to meet unanticipated revenue expectations, terminate Swaps, achieve cost savings, mitigate irregular debt service payments, release reserve funds or remove unduly restrictive bond covenants.

## **d. Term of Refunding Issues**

The County will refund bonds within the term of the originally issued debt. However, the County may consider maturity extension to achieve a desired outcome, provided that such extension is legally permissible. The County may also consider shortening the term of the originally issued debt to realize greater interest savings.

## **e. Escrow Structuring**

The County shall utilize the least costly securities available in structuring refunding escrows. The County will examine the viability of an economic versus legal Defeasance on a net present value basis. A certificate from a third party agent, who is not a broker-dealer, is required. Said certificate must state that the securities were procured through an arm's length, competitive bid process (in the case of open market securities); that such securities were more cost effective than State and Local Government Obligations; and that the price paid for the securities was reasonable within Federal guidelines. Under no circumstances shall an Underwriter, Agent or Financial Advisor sell escrow securities to the County from its own account.

**f. Arbitrage**

The County shall take all necessary steps to optimize escrows and to avoid negative arbitrage in its refundings. Any resulting positive arbitrage will be rebated according to Federal guidelines.

## X. Debt Structuring Practices

The following standard terms shall be applied to all County debt transactions as appropriate. Based on the market condition at the time of the transaction, individual terms may need to be altered.

<b>Characteristic</b>	<b>General Obligation Bonds</b>	<b>Lease Revenue Bonds</b>	<b>Certificates of Participation</b>
<b>Term</b>	20 Years per issuance/series	Up to 20 years depending on the cash flow assumptions, construction timeline and remaining useful life of the asset being financed	20 years standard but not to exceed the remaining useful life of the asset being financed
<b>Maximum Yield</b>	Between 6 – 8%	Between 6 – 8%	Between 6 – 8%
<b>Maximum Premium</b>	Case by case as recommended by FA	Case by case as recommended by FA	Case by case as recommended by FA
<b>Maximum Discount</b>	None	None	None
<b>Payment Dates</b>	Fixed – Bi-Annual	Fixed – Bi-Annual	Fixed – Bi-Annual
<b>Coupons</b>	Fixed Rate	Fixed Rate	Fixed Rate
<b>Call Provisions</b>	Shortest possible option call consistent with optimal pricing	Shortest possible option call consistent with optimal pricing	Shortest possible option call consistent with optimal pricing
<b>Structure of Debt</b>	Level debt service	Level debt service – unless otherwise dictated by underlying remaining useful lives	Level debt service – unless otherwise dictated by underlying remaining useful lives
<b>Debt Service Reserve</b>	None	Maximum annual principal and interest payment amount	Maximum annual principal and interest payment amount
<b>Capitalized Interest</b>	None		
<b>Reimbursement Resolution</b>	Adopted by the Board of Supervisors	Adopted by the Board of Supervisors	Adopted by the Board of Supervisors
<b>Good Faith Deposit</b>	Lesser of 125% of cost of issuance or 1% of par amount	Lesser of 125% of cost of issuance or 1% of par amount	Lesser of 125% of cost of issuance or 1% of par amount
<b>Budgeting Debt Service</b>	Debt service shall be included in the tax levy	Budget shall be for gross debt service and the responsibility of the sponsoring department	Budget shall be for gross debt service and the responsibility of the sponsoring department

## **XI. Debt Level / Affordability Targets**

The County shall establish an affordable level of debt in order to preserve credit quality and ensure financial stability. As such, aggregate General Fund lease debt service should fall within a range of four to six percent (4%-6%) of General Fund Expenditures<sup>1</sup>. The County shall maintain a debt affordability model with ratios recalculated at the time of a new debt issue. The DAC and the Board will be notified if any new issuance would cause the ratio to exceed the threshold. Both DAC and Board approval would be required before the County is allowed to exceed the ratio threshold.

A component unit may be allowed to exceed the above target ration if the unit generates user fees through a business-type activity. The component unit must, however, repay the debt with money generated by user fees or other dedicated revenue sources.

The above target ratio does not include POB debt service or the County's pension and retiree health care unfunded actuarial accrued liabilities (UAAL), which itself is a form of "debt" owed to retirement plan members. POB's are used to refund the county's UAAL at a lower cost to achieve cost savings and shall be issued only after careful consideration by the DAC and Board of potential benefits and risks. Considerations shall include: (i) the spread between the expected borrowing rate and the assumed rate of return on retirement plan assets; (ii) investment risk associated with the investment of POB proceeds; (iii) issuing a sufficient amount of POBs to generate market interest; and (iv) the County's overall pension burden, including both POB debt and UAAL. The County has established that the debt service for POBs should not exceed 5%-7% of total County expenditures, without consideration of UAAL. To the extent that rating agency or other metrics are available, the County's pension burden shall be compared to that of other comparable agencies.

## **XII. Financial Assistance**

The County may be approached by organizations seeking financing for projects or to satisfy temporary cash flow shortfalls that exist between periods of expenditure and revenue generation. The County has established a set of guidelines (see Appendix B, "County of Sonoma Financial Assistance Guidelines") to govern such requests.

## **XIII. Discount Rate Reduction**

The discount rate for employee pension obligations will be evaluated periodically by the County. The impact of modifying the discount rate will be compared with the costs and benefits of allowing the rate to remain static. During stock market boom cycles, increased returns are often utilized to ensure the retirement systems funding status, reduce outstanding debt where allowable, and bolster the trust fund against uncertainty.

## **XIV. Annual Reporting / Continuing Disclosure**

The County will prepare an annual debt obligation report (the "Report") for distribution to the DAC, CAO, Board, and general public. The Report will include:

- the total County debt as of June 30 of that year.
- each debt obligation's interest rate, term, and annual payment.
- any refinancing that occurred that year.

All existing County debt should be compliant with Continuing Disclosure Certificate requirements. All future debt issues should also be compliant.

Each responsible County department, agency, district or authority issuing or managing debt will:

- observe all applicable state and federal regulations and laws regarding disclosure.
- file all annual reports and material event notices with the appropriate agencies in a timely manner.
- file a Material Event notice pursuant to Rule 15c2-12 under the Securities Exchange Act of 1934.

The County will conduct "due diligence" meetings with all relevant County staff prior to the issuance of new bonds and notes. A Preliminary Official Statement will be released to the market only after the completion of the "due diligence" meetings.

#### **XV. Internal Control Procedures**

Proceeds of debt will be held either (a) by a third-party trustee, which will disburse such proceeds to the County upon the submission of one or more written requisitions, or (b) by the County, to be held and accounted for in a separate fund or account, the expenditure of which will be carefully documented by the issuing entity.

#### **XVI. New Financing Methods and Techniques**

Changing federal regulations and the shifting concerns of rating agencies mean that Counties operate in a dynamic financial environment. This Policy is not intended to hinder the County's use of any new financing techniques that may arise.

Proposals for financing methods not included in this Policy should be addressed to the DAC. If the DAC approves of such financing methods, the DAC should recommend their use to the CAO. This Policy should then be amended to reflect any new financing techniques recommended by the DAC and approved by the Board.

#### **XVII. Conclusion**

This Policy is intended to guide and regulate the County's issuance of debt. The County is aware, however, that the financial environment may change and that this Policy may therefore require a review or update. Should circumstances dictate, this Policy should be modified to remain relevant in the current financial environment.

## Appendix A

[Under: 1-0 General Administration & Organization or 3-0 Budget and Fiscal]

### 1-3 Policy for Debt Advisory Committee

Approved:

Authority:

Revised Date:

#### I. Purpose

The Debt Advisory Committee was formed by and is advisory to the County Administrator's Office. The Debt Advisory Committee (the "Committee") is charged with protecting the County's financial well-being and strong credit rating by assisting County departments or other government entities under the jurisdiction of the Board of Supervisors ("component units") in placing debt.

#### II. Policy

##### A. General Provisions

##### 1. Function

The Committee's primary function shall be to review any proposed financing of \$500,000 or more initiated by a County department or a component unit and make a recommendation as set forth in this document.

"Financings" shall mean any bonds, certificates of participation, lease-purchase agreements, notes, interest rate swaps, letters of credit or other financing arrangements in an amount of \$500,000 or more that will create a long-term liability for the County or a component unit.

##### 2. Scope

At the County Administrator's request, the Committee will also review and make recommendations on other financing issues. Issues and questions which the Committee will research and review include, but are not limited to, the following:

- a. The total level of debt obligations within the County. For purposes of this policy, debt is defined to include financing techniques legally available to the County for projects that require resources beyond the current fiscal year. The Committee should consider any resulting burden on County taxpayers and the maintenance of the County's financial strength and credit ratings.
- b. The level of debt of overlapping jurisdictions.
- c. The appropriateness of a given type of debt instrument for a financed project.
- d. The structure of a given financing, including maturity, amortization, security, interest rates, rating, risk, and any other parameters the Committee deems appropriate.

e. The debt levels of County departments and agencies.

f. The status of existing debt issues, including such matters as refunding possibilities, administration costs, and adherence to covenants.

## B. COMMITTEE

### 1. Committee Members

The Committee shall consist of the following individuals or their alternates:

a. County Administrator

b. County Counsel

c. Auditor-Controller/Treasurer-Tax Collector

d. Director of General Services

e. Chief Engineer of the County Water Agency

f. Executive Director of the Community Development Commission

g. Assistant Treasurer (Auditor-Controller/Treasurer-Tax Collector's Office)

### 2. Alternates

Any officer named in B.1., above may designate an alternate to act as a member of the Committee in his or her stead. For all interests and purposes, it will be as though the officer were personally present. The alternate will possess the rights to participate in the proceedings of the Committee and to vote upon any and all matters.

### 3. Chair and Vice-Chair

The County Auditor-Controller-Treasurer-Tax Collector or his or her alternate will chair the Committee. The County Administrator or his or her alternate will act as the Vice Chair. The Chair shall be responsible for providing the functions of a recording secretary if the Committee deems such services to be necessary.

### C. COMMITTEE MEETINGS

Any member will have the right to propose a meeting of the Committee. After a member proposes a meeting, the Chair shall call a meeting, prepare an agenda and notify all members of the Committee as soon as is practical.

The Committee may also conduct business using a digital voting process if a live meeting is not practical.

### D. COMMITTEE FINDINGS AND REPORT TO THE ADMINISTRATIVE OFFICE

#### 1. Committee Review

The Committee will determine the feasibility of project financing, the financing program, and the program's compliance with County policy following consideration of all material submitted, both written and oral. The Committee reserves the right to require subsequent reviews of each financing project prior to the sale of bonds to ensure that all provisions of the policy are being met.

#### 2. Recommendations

The Committee will record its recommendations after taking action pursuant to Section 1 of this chapter. County departments and component units will include the Committee's recommendations to the CAO in their report to the Board of Supervisors.

#### 3. Waivers and Modifications

The Committee, with concurrence of the County Administrator, has the right to waive or modify any of the policies included herein, if, in its judgment, the County and its residents would benefit from such waiver or modification.

### E. ITEMS SUBMITTED TO COMMITTEE FOR REVIEW

The County department or component unit requesting the Committee's review shall submit the following information to the Committee Chair:

1. A description of the project or facilities to be financed.
2. A description of the source of revenue for debt retirement, including a statement regarding the liability of the County and the Board in the event of a default.
3. A summary of the public review process, if any, and the actions the Board will be required to take.
4. A schedule of financing activities.

5. Identification of administrative tasks and responsibilities necessary for debt service administration and covenant compliance.

All information must be received at least one week prior to the review.

## **Appendix B**

### **County of Sonoma Financial Assistance Guidelines**

Periodically, a County Supervisor, the County Auditor-Controller/Treasurer-Tax Collector (the “County Treasurer”), or the County Administrator is approached by organizations seeking financing for various projects and programs. Predominantly, requests are made for short term, temporary funding, to fill the gap of time between current expenditure needs, and an unrealized future source of funding.

The following guidelines will help the reader better understand what legally acceptable avenues of financial assistance/support exist for these requests. If you have any questions regarding how to interpret these guidelines, please call the Revenue & Debt Division Manager, Jonathan Kadlec, at 565-6124.

#### **The County Treasury**

##### **1. Temporary Transfers (California Constitution, Article XVI, § 6)**

The California Constitution allows the County Treasurer to make temporary transfers to any city, district, or political subdivision whose funds are in the custody of the County Treasury. Transfers can only be made from July 1 through the last Monday in April of the current fiscal year, and must be repaid from revenues prior to any other obligation of the borrower. On July 1, the amount of the advance may be up to 85% of anticipated revenues accruing within the current fiscal year. All transfers must have the prior approval of the local governing board of the borrowing entity. In addition to the repayment of principal, the borrowing entity must also pay the Treasury pooled rate of interest on the principal amount of outstanding indebtedness, up until the repayment date.

On February 20, 1991, the Sonoma County Board of Supervisors approved resolution #90-0271 delegating authority to the County Treasurer to approve temporary transfers, secured wholly by funds collected through the property tax system. Any other outside source of revenues used to secure a transfer must receive both approval of the borrowing entity’s local board, and the County Board of Supervisors.

##### **2. County Treasury Investments – Local Agency Debt (Government Code § 53601(a) and (d))**

From time to time local government agencies may issue bonds, notes, warrants or other evidences of indebtedness that the County Treasurer may invest in, provided that the County Treasurer deems the investment to be secure, and provided the investments meet all other investment criteria as outlined in the County Treasurer’s Investment Policy, as approved by the Board of Supervisors. The following are the basic criteria for this type of investment:

A. The local agency must have the legal authority to issue the indebtedness. For example, pursuant to GC § 53850 et seq., local government agencies are authorized to issue tax revenue anticipation notes (TRAN). The Treasury requires the issuing agency’s counsel to write a letter verifying that the agency has the authority to issue the note, and specifying the statutory authority that applies.

Pursuant to GC 53635.7, the County Treasurer will also require the local governing board to have discussed and deliberated each borrowing decision of \$100,000 or more, prior to issuance of the proposed indebtedness.

B. There must be a secure source of repayment for the protection of the Treasury Pool participants. Valid sources might include a final grant award, revenue streams such as sales tax money, fees or charges that meet or exceed the repayment period, an agency general fund, or other secure sources subject to review and approval by the County Treasurer.

C. In no event is the County Treasurer permitted to purchase investments with a remaining term to maturity of five years or more, unless the County Board of Supervisors has granted the express authority to make that specific investment, or as part of an investment program approved by the Board at least 3 months prior to the investment.

## **The County**

After considering other first line financing options such as CSAC's California Communities Joint Powers Authority, commercial banks or other funding sources, the County may use debt as an alternate means of financial assistance in two ways, either as an issuer of debt or a purchaser of debt. In general, debt is divided into two categories, short term and long term. By definition, short term typically means 13 months or the end of the current fiscal year, and long term debt is greater than 13 months or beyond the end of the current fiscal year.

### **A. Short Term Debt Issuance**

Pursuant to GC § 53820, 53840 & 53850 et seq., short term debt instruments such as a TRAN (Tax Revenue Anticipation Note), GAN (Grant Anticipation Note), or BAN (Bond Anticipation Note) may be issued by approval of the Board of Supervisors. Notes are typically issued to bridge a cash flow shortage for a specific project or need.

### **B. Long Term Debt Issuance**

The County may not issue long-term debt, meaning any type of debt instrument with maturity of 13 months, or greater than the end of the current fiscal year, without a two-thirds majority vote of the citizens of Sonoma County. Examples of debt subject to this limitation include GO bonds or Revenue bonds. There are exceptions for lease instruments (certificates of participation, or "COP's", and master lease-purchases), where the county is annually paying for value it receives, and the debt cannot be accelerated. These instruments are quite complex and bond counsel is normally retained to draft the documents. A lease-purchase borrowing of \$500,000 or more is only used when financially prudent, and at the recommendation of the CAO and the Debt Advisory Committee, and with Board approval, in order to finance significant capital improvement projects such as buildings, building improvements or major systems acquisitions. Lease-purchases

under \$500,000 are subject to normal County Purchasing guidelines and approvals.

### C. Debt Purchase

Pursuant to GC § 53601, the County may also purchase or invest in debt instruments of local agencies or districts. The types of investments are also defined by GC § 53601. Consideration of this option means that the County Treasurer within his fiduciary responsibility cannot purchase the contemplated debt as an investment under the Treasury investment policy guidelines. Inherently, the debt is less secure than Treasury investments and thus shall be subject to underwriting guidelines in order to be considered for purchase (See Appendix C). Use of this option should be for the purposes of accomplishing an overriding public policy goal. The issuing agency must also demonstrate that they have the legal debt capacity to issue the debt being considered. For the protection of the County, any type of debt purchased must have a clearly defined, legal source of repayment and collateral. Use of this option as a means of financial assistance is dependent upon the General Fund having sufficient cash flow available after all reserve and operational cash flow obligations are met. Because of the potential risk to the General Fund, the County Treasurer and County Administrator shall be consulted in conjunction with this option, and a recommendation presented to the Board of Supervisors.

### **Other**

Notwithstanding the previous guidelines, pursuant to GC § 26227, the Board of Supervisors may appropriate and expend money from the general fund of the County, or any other fund under their authority, to establish or fund programs deemed necessary to meet the social needs of the population of the County. Purposes allowed under this code section are broad and sweeping in nature. If consideration for financial assistance for a specific need outside of the funding of normal County operations is being contemplated, then a policy determination will have to be made to approve the proposed financing program. Assistance of this type must be processed in the normal budgetary process using ordinary budget controls.

### **Summary**

In particular, any type of financial assistance provided through a method that poses a potential liability to either the General Fund or the Treasury Pool should at a minimum follow the aforementioned guidelines. In addition, these requests should generally be considered only when the following criteria can be met:

- 1) Safety of Funds – Protection of principal
- 2) Liquidity of Funds
- 3) Yield or Fair Return on Investment
- 4) Public Benefit

An evaluation of each request should be made on a case by case basis, with the goal of meeting these criteria. Please refer to Appendix C for underwriting guidelines to be used as a starting point. In general, the highest priority will be given to the safety and protection of principal, and each request will be evaluated using items #1-3 of the underwriting guidelines. If a request cannot meet the safety of principal test then no further evaluation is needed as the request will be denied. If the request meets the safety of principal test, then a further analysis of liquidity and yield will be performed using items #4-6 of the underwriting guidelines. Finally, a discussion of public benefit will be balanced against the other factors in arriving at a final decision. In all cases the County will require that proper documentation is provided and under no circumstances will subordination be allowed (#7 and #8 underwriting guidelines).

## Appendix C

### Underwriting Guidelines

**The following criteria are factors that will be considered in order to qualify any County purchase of debt issued by an outside agency. This is not necessarily a comprehensive set of guidelines and there may be additional factors that are unique to the nature of a debt issue that need to be considered on a case specific basis.**

#### 1. Acceptable Collateral - Primary

- A. Tax Revenue (Parcel Tax, Sales Tax or Property Tax)
- B. Grants or Subsidies in favor of the County

#### 2. Secondary Collateral

- A. Real Property
- B. Bank Secured Letter of Credit
- C. Acceptable Securities
- D. Cash Reserve or equivalent

#### 3. Debt Service Coverage Ratio

The Debt Service Coverage Ratio which is, defined as the ratio of Net Annual Operating Revenues to Annual Debt Service, should be 1.25 times or greater.

#### 4. Term

The term of any debt purchase by the County must be five years or less unless the Board of Supervisors approves a term of greater than five years.

#### 5. Rate

The rate on any debt purchased shall not be less than the current County Treasury Pool rate plus administrative costs to manage the debt purchase.

#### 6. Size

The size of a debt purchase is dependent upon the General Fund having sufficient cash flow available after all reserve and operational cash flow obligations are met.

#### 7. Documentation

At a minimum, any purchase of debt requires an opinion letter from Bond Counsel that the debt is issued in accordance with relevant State law, a Purchase Agreement, a Promissory Note and any other documents deemed necessary to the transaction. All documentation will be subject to review by County Counsel.

## 8. Subordination

The County will not subordinate its repayment priority to any other debt issued subsequent to that debt being purchased by the County.

## Appendix D – Glossary

**Advance/Current Refunding.** A financing technique that typically allows an issuer to obtain the benefit of lower interest rates or an alternate bond structure when the outstanding bonds are (1) not currently callable (advance refunding) or (2) are currently callable (current refunding). For an advance refunding, the proceeds from the sale of the refunding bonds are used to purchase taxable government securities, which are deposited in an escrow account. The escrow account is structured so that the principal and interest earned on the securities are sufficient to pay all principal, interest, and call premium, if any, on the outstanding bonds, up to and including the call date. For a current refunding bond, proceeds are immediately used to pay principal, interest and call premium, if any, on the outstanding bonds. The refunding bonds are secured by the same sources of taxes or revenue previously pledged to the payment of the outstanding bonds.

**Arbitrage.** The difference between interest cost and interest earnings.

**Business-type activities.** Functions of the County that are intended to recover all or a significant portion of their costs through user fees and charges. Examples of business-type activities of the County include Refuse, the Sonoma County Water Agency and Airport.

**Capitalized Interest.** A portion of the bond proceeds set aside to pay interest on the bonds for a specific period of time. During the construction phase of a project interest is commonly capitalized so that debt service does not begin until project completion.

**Certificates of Participation.** A method of structuring and distributing tax-exempt leases to investors by dividing the rental payments and lease into fractionalized interests or shares for individual sale to investors. The share is represented by a formal certificate, much like a bond. COPs can be placed privately or sold publicly. COPs generally are sold for large asset financing and tend to be used more for real property rather than personal property acquisitions.

**Continuing Disclosure Agreement.** The agreement by a municipal bond issuer to disseminate annual financial information and material event disclosures to the information repositories as defined by the Municipal Securities Rulemaking Board (MSRB).

**Coupon.** The interest rate stated on the bond when it is issued.

**Coupon Premiums.** A couponing structure where the yields on the bonds are lower than the stated interest rates. This structure is typically preferred by institutional investors.

**Coupon Discounts.** A couponing structure where the yields on the bonds are higher than the stated interest rates. This structure is typically preferred by retail investors.

**Debt Service.** The periodic payment of principal and interest on debt.

**Debt Service Reserve Fund.** A fund that is held in trust until bonds mature. The fund will be utilized in the event that an issuer cannot make debt service payments.

**Defeasance.** A provision that voids a bond or loan when the borrower sets aside cash or replacement bonds sufficient enough to service the remainder of the borrower's existing debt.

**Derivative.** A financial instrument whose value depends on the value of an underlying asset, an index or a reference rate. Examples are swaps and options.

**Direct Debt.** An obligation arising from the borrowing of money to be repaid over a period of time. If the money is borrowed over a multi-year period, the repayment will be subject to state and local constitutional provisions, statutes, and judicial and administrative determinations. Direct debt includes voter-approved general obligation bonds, pension obligation bonds, unfunded pension benefit obligations, tax-supported lease obligations, capital leases paid from governmental funds and internal service funds, special assessment debt with a contingent County obligation, and other tax-supported bonded obligations. Tax and revenue anticipation notes are not classified as direct debt.

**Escrow.** Money held by a third party on behalf of the other two parties in a transaction.

**Governmental-type activities.** Functions of the County that are principally supported by taxes and intergovernmental revenues. Examples of governmental activities of the County include general government, public protection, public ways and facilities and public assistance to name a few.

**Gross Funded.** Sizing the initial deposit into a fund in the total amount required. Interest earning will then be used for other purposes.

**Lease Debt.** Lease debt, or Lease Purchase Financing, represents long-term financing suitable for capital expenditures, including the acquisition or improvement of land and facilities. In California, tax-exempt leases with non-appropriation or abatement clauses are not considered debt under the Offner-Dean rule, though they act as debt in a financial sense. Examples of lease debt include lease revenue bonds, sale-leaseback arrangements, operating leases, and certificates of participation.

**Lease Revenue Bond.** A lease revenue bond (or a lease-backed revenue bond) is a bond which is repaid through regular lease payments from project revenues. General Fund revenues may also be used to make lease payments.

**Liquidity Facility.** A line of credit, letter of credit, standby purchase agreement or similar facility, issued by a commercial bank, insurance company, or other financial institution, and delivered or made available to the Trustee for a bond issue.

**Material Event.** Certain events affecting a municipal security (bond) as defined under a continuing disclosure agreement meeting the requirements of Rule 15c2-12. Material Events are specifically defined for each municipal bond offering in the Continuing Disclosure Agreement.

**Net Funded.** A fund whose initial deposit is less than the total amount required for all related projects. The fund's interest earning are then used to supplement the initial deposit.

**Optional Call.** Bonds that can be redeemed at the option of the issuer.

**Principal.** The amount borrowed or the amount still owed, separate from interest.

**Private Placement Providers.** Bond investors who purchase bonds directly from the issuer, a private placement or direct purchase. The alternative is a public placement where bonds are offered to the public and sold through an underwriter. Private Placement Providers are typically large banks, mutual funds, insurance companies and pension funds.

**Sale-leaseback.** An arrangement in which one party sells an asset to another party before leasing it back. The initial seller receives an infusion of cash from the sale of the asset but still retains its use. In many cases, the lease is structured to provide tax advantages to the original seller. This arrangement is frequently used so a party can finance capital expenditures or other programs with the equity in assets that they own.

**Senior Debt.** Senior Debt is repaid before Subordinate Debt.

**Subordinate Debt.** Subordinate Debt is repaid after Senior Debt.

**Surety Bond.** A form of bond insurance an issuer can purchase from a bond insurance company in lieu of maintaining cash in a reserve fund.

**Swaps.** Agreements made between two parties to exchange a stream of periodic payments. Swaps are used to minimize risks associated with unpredictable or fluctuating market factors.

**Underwriter.** A firm that buys securities (bonds) from an issuer and resells them to investors.

**Yield.** The effective rate of interest paid on a bond or note.



# Fiscal Policy Manual

**POLICY DE-1:** Policy for Debt Management

**APPROVED:** Board of Supervisors

**AUTHORITY:** Auditor-Controller-Treasurer-Tax Collector

**ISSUE/REVISED DATE:** February 7, 2017

## I. Introduction / Purpose

The purpose of the County of Sonoma (the "County") Debt Management Policy (the "Policy") is to ensure sound and uniform practices for issuing and managing debt. The County recognizes that it may need to enter into debt obligations to finance projects and to meet fiscal responsibilities. Accordingly, this Debt Management Policy confirms the commitment of the Board of Supervisors (the "Board"), staff, advisors and other decision makers to adhere to sound financial management practices.

The County's Comprehensive Annual Financial Report lists a number of legally separate organizations ("component units") for which the Board is financially accountable. This Policy informs the actions of these component units to ensure a uniform approach to the issuance of debt.

## II. Policy Objectives

The Policy objectives are as follows:

- Establish a systematic and prudent approach to debt issuance and debt management.
- Ensure access to debt capital markets and direct purchase investors (private placement providers) through prudent and flexible policies.
- Define specific limits or acceptable ranges for general fund supported debt and pension obligation debt.

## III. Scope

This Policy governs the issuance and management of all debt and lease financing activity by County entities and component units. The debt policies and practices of the County are subject to and limited by applicable provisions of state and federal law and to prudent debt management principles.

The County uses financing techniques prescribed under existing law for projects that require financing beyond the current fiscal year. These techniques can include, but are not limited to, certificates of participation, lease-back arrangements, and revenue and assessment bonds.

## IV. Debt Advisory Committee

The Debt Advisory Committee ("DAC") was formed by and is advisory to the County Administrator's Office ("CAO"). The Debt Advisory Committee ("DAC") is responsible for reviewing all proposed financing and providing the County Administrator's Office ("CAO") with a recommended course of action. The DAC may utilize the services of an independent Financial Advisor when analyzing proposed financing.

The DAC consists of seven members: (1) Auditor-Controller-Treasurer-Tax Collector (Chair), (2) County Administrator (Vice-Chair), (3) County Counsel, (4) Director of General Services, (5) Chief Engineer of the County Water Agency, (6) Executive Director of the Community Development Commission and (7) Assistant Treasurer. Members may specify an alternate to act in their place. Additional operating policies for the DAC are found under Section 1-3 of the Administrative Policy Manual - Policy for Debt Advisory Committee (Appendix A).

## **V. Delegation of Authority**

Government Code § 53635.7 requires that all borrowing be placed on the Board Agenda as a separate item of business. This Policy requires that the Board specifically authorize each financing proposal based on the recommendation of the CAO. Policy implementation and the day-to-day responsibility for and authority over the County's debt program will lie with the Auditor- Controller-Treasurer-Tax Collector (the "ACTTC") and that office's Revenue and Debt Division Manager (the "Debt Manager") with participation by County Counsel and other departments as necessary. The ACTTC and Debt Manager will be supported on an as-needed basis by other members of the financing team and a Financial Advisor. The services of other outside consultants may be retained if necessary.

This Policy will be reviewed annually and updated as necessary. Any changes to the Policy are subject to approval by the DAC and the Board. The revised Policy will be provided to all County entities and component units. While adherence to this Policy is required, the County recognizes that changes in capital markets, County programs, and other unforeseen circumstances may produce situations that are not covered by this Policy. This may require modification or exceptions to achieve Policy objectives. In these cases, flexibility is appropriate, provided specific authorization from the Board or the component unit's Board of Directors is obtained.

## **VI. Standards for Debt Financing**

The County will minimize the level of Direct Debt by incurring debt only in those cases where public policy, public interest and/or economic efficiency favor debt over cash financing or grant funding. In addition, the County shall use self-supporting (debt-service neutral or better) debt when possible. All debt issuance will fall within the limits permitted by the California Constitution and state law.

### **a. Relationship of Debt to Capital Improvement Program and Budget**

The County is committed to long-term capital planning and intends to issue debt for the purposes stated in this Policy including any policy decisions incorporated in any applicable capital budget and the capital improvement plan. The County in most cases will issue debt to finance capital projects.

### **b. Other Potential Reasons to Issue Debt**

Other possible reasons to issue debt include (but are not limited to) refinancing unfunded pension liabilities, allowing the County to cover periods of temporary cash shortfalls, refinancing bonds, and paying obligations imposed by law. Except to alleviate cash-flow timing issues within a fiscal year, the County will avoid using debt to finance reoccurring operating expenses. **Policy Goals Related to Planning Goals and Objectives**

The County is committed to long-term financial planning, maintaining appropriate reserve levels and employing prudent practices in governance, management and budget administration. The County intends to issue debt for the purposes stated in the Policy and to implement policy decisions incorporated in the County's annual operations budget.

It is the policy goal of the County to protect taxpayers, ratepayers and constituents by utilizing conservative financing methods and techniques so as to obtain the highest practical credit ratings (if applicable) and the lowest practical borrowing costs.

### **d. Credit Ratings**

Without compromising the County's objectives, the County will work to ensure that all debt issuances receive the highest credit ratings possible. In addition, the County will attempt to maintain or improve the credit ratings of outstanding bonds.

#### **e. Debt Issuance Requirements**

All debt is required to undergo a DAC review before receiving the recommendation of the CAO and the approval of the Board.

All debt will be limited by the constraints described in Section IX, "Debt Level / Affordability Targets."

#### **f. Method of Sale**

The County's goal is to protect the public's interest by obtaining the lowest possible interest cost. To obtain this goal, the County may use a competitive, negotiated, limited-competitive (hybrid) or private placement method of sale. The appropriate method should be determined on a case-by-case basis.

Before selecting a method of sale for public offerings, the financing team shall take into consideration the current market, the issuer's characteristics, and the proposed bond structure. Market considerations will focus on the supply and demand of competing issuances. Issuer characteristic considerations will include market familiarity, credit strength, and policy goals. Bond structure considerations will include the type of debt instrument, issue size, structure, and timing.

The County prefers the use of a competitive sale for public offerings. However, if the Financial Advisor believes that pre-sale marketing will enhance the County's ability to sell the bonds to the public, the financing team should evaluate the benefits and legality of a limited-competitive or negotiated sale.

Due to the limited liquidity of private placements, public offerings will typically offer a lower cost of funds. Private placements are typically utilized for smaller issuances, more complex bond structures, or financings with short lead time.

#### **g. Derivatives**

A derivative product is a financial instrument which derives its own value from the value of another instrument, usually an underlying asset such as a stock, bond, or an underlying reference such as an interest rate. Derivatives are commonly used as hedging devices in managing interest rate risk and thereby reducing borrowing costs. However, these products bear certain risks not associated with standard debt instruments. Accordingly, derivative products should only be employed after careful evaluation of potential benefits and risks with prior DAC and Board approval.

#### **h. Bond Counsel and Financial Advisor Requirements**

Where appropriate, Bond and/or Disclosure Counsel and a Financial Advisor will be engaged.

#### **i. Economies of Scale**

The County will bundle projects into fewer transactions to achieve economies of scale associated with costs of issuance when feasible. In addition, the County will seek to optimize the use of assets used as underlying collateral when considering any new debt issuance.

#### **j. Arbitrage Regulations**

Generally, tax-exempt bond issues are subject to IRS arbitrage rebate requirements. These requirements specify that any profit or arbitrage be rebated to the Federal Government. Rebate computations are typically required every five (5) years and upon final redemption or maturity of the bonds. Any excess earnings are required to be rebated to the Federal Government.

#### **k. Arm's Length Transactions**

The County will endeavor to have "Arm's Length Transactions," in which the buyers (underwriters) of the debt have no relationship with the County. For Arm's Length Transactions, the County and the buyer are both acting in their own self interest and are not subject to any pressure or duress from the other party.

### **VII. Purpose of Debt**

There are two basic types of debt: new money financings and refunding financings.

#### **a. New Money Financings**

The County may issue long-term debt in order to generate funding for capital projects. Short-term debt may be issued to generate funding for cash flow needs.

#### **b. Refunding Financings**

Refunding bonds are issued to retire all or a portion of an outstanding bond issue or other debt. Such bonds can be used to achieve present value savings on debt service, to modify interest rate risk, or to restructure the payment schedule, type of debt instrument used, or covenants of existing debt. The County must analyze each refunding bond on a present value basis to evaluate the economic effects. Policies on the administration of refunding bonds are detailed in Section VI.k. "Refunding Bonds".

### **VIII. Types of Debt / Terms of Debt – New Money**

There are a variety of debt structures that the County will consider to meet its funding needs.

Short term debt includes tax and revenue anticipation notes (TRANS), commercial paper, grant anticipation notes, bond anticipation notes and lines of credit. Long term debt structures include, but are not limited to, general obligation (GO) bonds, special assessment district bonds, lease revenue bonds, certificates of participation, enterprise revenue bonds, sales tax revenue bonds, asset securitizations and pension obligation bonds (POBs).

The County may also participate in conduit financing, in which the Board may approve the issuance of bonds for the purposes of commercial, industrial, or residential property development. This type of financing does not create a liability for the County.

#### **a. Debt Terms – New Money**

**Term and Structure:** Long-term debt financing of capital projects will be for a period not to exceed 120% of the expected average useful life of the assets being financed, and in no event should exceed thirty (30) years. Debt Service will be structured to be level over the length of the bonds except in those instances where it is economically advantageous to the County or meets other County objectives to structure debt service differently. Short term debt and structure will be determined on a case-by-case basis and will be consistent with appropriate legal and tax requirements.

**Coupon Premiums and Discounts:** Coupon Premiums and Discounts shall be determined on a case-by-case basis as recommended by the Financial Advisor.

**Call Provisions:** Debt will be structured with the shortest possible Optional Call consistent with optimal pricing and County objectives.

**Debt Service Reserve Fund:** For long term debt and where appropriate for short-term debt, a Debt Service Reserve Fund will be utilized to achieve optimal pricing. Alternately, a Surety Bond may be evaluated and used if found to be economically advantageous.

**Capitalized Interest:** All interest due from the date of debt issuance may be rolled into principal until substantial completion of the project being funded unless another asset pledge or other sources of funds are available.

**Variable Rate Debt:** To maintain a predictable debt service burden, the County will give preference to debt that carries a fixed interest rate. An alternative to the use of fixed rate debt is floating or variable rate debt. It may be appropriate to issue short-term or long-term variable rate debt to diversify the County's debt portfolio, reduce interest costs, provide interim funding for capital projects or improve the match of assets to liabilities.

Budgetary safeguards should be in place before incurring variable rate debt, and such debt should never amount to more than 20% of all outstanding debt. Before incurring variable rate debt, careful consideration should be given to current market conditions and trends, including the costs and availability of Liquidity Facilities. The County's cost for administering variable rate debt should be considered when comparing fixed and variable rate debt.

**Credit Enhancement:** The County will consider the use of credit enhancements on a case-by-case basis, evaluating the economic benefit versus the cost for each case. Bond insurance, stand-by letters of credit and other credit enhancements should be used only when they clearly demonstrate a net present value savings to the County.

**Senior/Subordinate:** Senior and Subordinate debt will be utilized in a manner that will minimize the costs of financing or maximize debt capacity.

## **IX. Refunding Bonds (Debt Refinancing)**

The County is responsible for acting upon refunding opportunities that offer significant savings over the maintenance of existing debt.

Periodically, the County will analyze and evaluate debt repayment opportunities based on current market conditions. Additionally, the County may request or receive analysis of an opportunity to refund existing debt from a Financial Advisor or other municipal financial market participant. The County will consider such opportunities and evaluate the economic benefit they may present.

### **a. Debt Service Savings**

The County has established a minimum present value cash flow savings threshold goal of three (3) percent of the refunded bond principal amount. A refinance may also be considered if other compelling reasons exist.

The present value savings will be net of all costs of the refinancing, will consider the difference in interest earnings of the debt service reserve funds of the refunded and refunding bonds, and may include any cash associated with the refunded bonds held by the Trustee. The decision to take the savings on an upfront or deferred basis must be approved by the Board after recommendation by the DAC and the CAO.

## **b. Guiding Principles**

In evaluating refunding opportunities and applying the above referenced guidelines, the DAC and staff shall also consider the following:

Adjustments to the savings threshold for Advance Refundings, may be justified based on the length of time before the call of the bonds to be refunded. The longer the escrow, the higher the savings threshold should be. Conversely, shorter escrows may justify a lower savings threshold.

The County should consider a forward refunding to preserve the ability to advance refund the bonds at a future date for Advance Refundings with very short escrows.

Adjustments to savings thresholds for both Advance Refundings and Current Refundings, may be justified based on:

- the length of time from the call to maturity. The longer the time to maturity, the higher should be the savings threshold. Conversely, a shorter time to maturity may justify a lower savings threshold.

- interest rates at the time of the refunding relative to historical markets. In low interest rate markets a lower threshold may be justified while a higher threshold would be justified in high interest rate markets.

The coupon structure and/or callability of the refunding bonds may also justify adjustments to the savings threshold. Non-callable refunding bonds, for example, might justify a higher threshold.

## **c. Restructuring**

The County will refund debt when it is in its best interest to do so. Refundings will include restructuring to meet unanticipated revenue expectations, terminate Swaps, achieve cost savings, mitigate irregular debt service payments, release reserve funds or remove unduly restrictive bond covenants.

## **d. Term of Refunding Issues**

The County will refund bonds within the term of the originally issued debt. However, the County may consider maturity extension to achieve a desired outcome, provided that such extension is legally permissible. The County may also consider shortening the term of the originally issued debt to realize greater interest savings.

## **e. Escrow Structuring**

The County shall utilize the least costly securities available in structuring refunding escrows. The County will examine the viability of an economic versus legal Defeasance on a net present value basis. A certificate from a third party agent, who is not a broker-dealer, is required. Said certificate must state that the securities were procured through an arm's length, competitive bid process (in the case of open market securities); that such securities were more cost effective than State and Local Government Obligations; and that the price paid for the securities was reasonable within Federal guidelines. Under no circumstances shall an Underwriter, Agent or Financial Advisor sell escrow securities to the County from its own account.

**f. Arbitrage**

The County shall take all necessary steps to optimize escrows and to avoid negative arbitrage in its refundings. Any resulting positive arbitrage will be rebated according to Federal guidelines.

## X. Debt Structuring Practices

The following standard terms shall be applied to all County debt transactions as appropriate. Based on the market condition at the time of the transaction, individual terms may need to be altered.

<b>Characteristic</b>	<b>General Obligation Bonds</b>	<b>Lease Revenue Bonds</b>	<b>Certificates of Participation</b>
<b>Term</b>	20 Years per issuance/series	Up to 20 years depending on the cash flow assumptions, construction timeline and remaining useful life of the asset being financed	20 years standard but not to exceed the remaining useful life of the asset being financed
<b>Maximum Yield</b>	Between 6 – 8%	Between 6 – 8%	Between 6 – 8%
<b>Maximum Premium</b>	Case by case as recommended by FA	Case by case as recommended by FA	Case by case as recommended by FA
<b>Maximum Discount</b>	None	None	None
<b>Payment Dates</b>	Fixed – Bi-Annual	Fixed – Bi-Annual	Fixed – Bi-Annual
<b>Coupons</b>	Fixed Rate	Fixed Rate	Fixed Rate
<b>Call Provisions</b>	Shortest possible option call consistent with optimal pricing	Shortest possible option call consistent with optimal pricing	Shortest possible option call consistent with optimal pricing
<b>Structure of Debt</b>	Level debt service	Level debt service – unless otherwise dictated by underlying remaining useful lives	Level debt service – unless otherwise dictated by underlying remaining useful lives
<b>Debt Service Reserve</b>	None	Maximum annual principal and interest payment amount	Maximum annual principal and interest payment amount
<b>Capitalized Interest</b>	None		
<b>Reimbursement Resolution</b>	Adopted by the Board of Supervisors	Adopted by the Board of Supervisors	Adopted by the Board of Supervisors
<b>Good Faith Deposit</b>	Lesser of 125% of cost of issuance or 1% of par amount	Lesser of 125% of cost of issuance or 1% of par amount	Lesser of 125% of cost of issuance or 1% of par amount
<b>Budgeting Debt Service</b>	Debt service shall be included in the tax levy	Budget shall be for gross debt service and the responsibility of the sponsoring department	Budget shall be for gross debt service and the responsibility of the sponsoring department

## **XI. Debt Level / Affordability Targets**

The County shall establish an affordable level of debt in order to preserve credit quality and ensure financial stability. As such, aggregate General Fund lease debt service should fall within a range of four to six percent (4%-6%) of General Fund Expenditures<sup>1</sup>. The County shall maintain a debt affordability model with ratios recalculated at the time of a new debt issue. The DAC and the Board will be notified if any new issuance would cause the ratio to exceed the threshold. Both DAC and Board approval would be required before the County is allowed to exceed the ratio threshold.

A component unit may be allowed to exceed the above target ration if the unit generates user fees through a business-type activity. The component unit must, however, repay the debt with money generated by user fees or other dedicated revenue sources.

The above target ratio does not include POB debt service or the County's pension and retiree health care unfunded actuarial accrued liabilities (UAAL), which itself is a form of "debt" owed to retirement plan members. POB's are used to refund the county's UAAL at a lower cost to achieve cost savings and shall be issued only after careful consideration by the DAC and Board of potential benefits and risks. Considerations shall include: (i) the spread between the expected borrowing rate and the assumed rate of return on retirement plan assets; (ii) investment risk associated with the investment of POB proceeds; (iii) issuing a sufficient amount of POBs to generate market interest; and (iv) the County's overall pension burden, including both POB debt and UAAL. The County has established that the debt service for POBs should not exceed 5%-7% of total County expenditures, without consideration of UAAL. To the extent that rating agency or other metrics are available, the County's pension burden shall be compared to that of other comparable agencies.

## **XII. Financial Assistance**

The County may be approached by organizations seeking financing for projects or to satisfy temporary cash flow shortfalls that exist between periods of expenditure and revenue generation. The County has established a set of guidelines (see Appendix B, "County of Sonoma Financial Assistance Guidelines") to govern such requests.

## **XIII. Discount Rate Reduction**

The discount rate for employee pension obligations will be evaluated periodically by the County. The impact of modifying the discount rate will be compared with the costs and benefits of allowing the rate to remain static. During stock market boom cycles, increased returns are often utilized to ensure the retirement systems funding status, reduce outstanding debt where allowable, and bolster the trust fund against uncertainty.

## **XIV. Annual Reporting / Continuing Disclosure**

The County will prepare an annual debt obligation report (the "Report") for distribution to the DAC, CAO, Board, and general public. The Report will include:

- the total County debt as of June 30 of that year.
- each debt obligation's interest rate, term, and annual payment.
- any refinancing that occurred that year.

All existing County debt should be compliant with Continuing Disclosure Certificate requirements. All future debt issues should also be compliant.

Each responsible County department, agency, district or authority issuing or managing debt will:

- observe all applicable state and federal regulations and laws regarding disclosure.
- file all annual reports and material event notices with the appropriate agencies in a timely manner.
- file a Material Event notice pursuant to Rule 15c2-12 under the Securities Exchange Act of 1934.

The County will conduct "due diligence" meetings with all relevant County staff prior to the issuance of new bonds and notes. A Preliminary Official Statement will be released to the market only after the completion of the "due diligence" meetings.

#### **XV. Internal Control Procedures**

Proceeds of debt will be held either (a) by a third-party trustee, which will disburse such proceeds to the County upon the submission of one or more written requisitions, or (b) by the County, to be held and accounted for in a separate fund or account, the expenditure of which will be carefully documented by the issuing entity.

#### **XVI. New Financing Methods and Techniques**

Changing federal regulations and the shifting concerns of rating agencies mean that Counties operate in a dynamic financial environment. This Policy is not intended to hinder the County's use of any new financing techniques that may arise.

Proposals for financing methods not included in this Policy should be addressed to the DAC. If the DAC approves of such financing methods, the DAC should recommend their use to the CAO. This Policy should then be amended to reflect any new financing techniques recommended by the DAC and approved by the Board.

#### **XVII. Conclusion**

This Policy is intended to guide and regulate the County's issuance of debt. The County is aware, however, that the financial environment may change and that this Policy may therefore require a review or update. Should circumstances dictate, this Policy should be modified to remain relevant in the current financial environment.

## **Appendix A**

[Under: 1-0 General Administration & Organization or 3-0 Budget and Fiscal]

### 1-3 Policy for Debt Advisory Committee

Approved:

Authority:

Revised Date:

#### **I. Purpose**

The Debt Advisory Committee was formed by and is advisory to the County Administrator's Office. The Debt Advisory Committee (the "Committee") is charged with protecting the County's financial well-being and strong credit rating by assisting County departments or other government entities under the jurisdiction of the Board of Supervisors ("component units") in placing debt.

#### **II. Policy**

##### **A. General Provisions**

###### **1. Function**

The Committee's primary function shall be to review any proposed financing of \$500,000 or more initiated by a County department or a component unit and make a recommendation as set forth in this document.

"Financings" shall mean any bonds, certificates of participation, lease-purchase agreements, notes, interest rate swaps, letters of credit or other financing arrangements in an amount of \$500,000 or more that will create a long-term liability for the County or a component unit.

###### **2. Scope**

At the County Administrator's request, the Committee will also review and make recommendations on other financing issues. Issues and questions which the Committee will research and review include, but are not limited to, the following:

- a. The total level of debt obligations within the County. For purposes of this policy, debt is defined to include financing techniques legally available to the County for projects that require resources beyond the current fiscal year. The Committee should consider any resulting burden on County taxpayers and the maintenance of the County's financial strength and credit ratings.
- b. The level of debt of overlapping jurisdictions.
- c. The appropriateness of a given type of debt instrument for a financed project.
- d. The structure of a given financing, including maturity, amortization, security, interest rates, rating, risk, and any other parameters the Committee deems appropriate.

e. The debt levels of County departments and agencies.

f. The status of existing debt issues, including such matters as refunding possibilities, administration costs, and adherence to covenants.

## B. COMMITTEE

### 1. Committee Members

The Committee shall consist of the following individuals or their alternates:

a. County Administrator

b. County Counsel

c. Auditor-Controller/Treasurer-Tax Collector

d. Director of General Services

e. Chief Engineer of the County Water Agency

f. Executive Director of the Community Development Commission

g. Assistant Treasurer (Auditor-Controller/Treasurer-Tax Collector's Office)

### 2. Alternates

Any officer named in B.1., above may designate an alternate to act as a member of the Committee in his or her stead. For all interests and purposes, it will be as though the officer were personally present. The alternate will possess the rights to participate in the proceedings of the Committee and to vote upon any and all matters.

### 3. Chair and Vice-Chair

The County Auditor-Controller-Treasurer-Tax Collector or his or her alternate will chair the Committee. The County Administrator or his or her alternate will act as the Vice Chair. The Chair shall be responsible for providing the functions of a recording secretary if the Committee deems such services to be necessary.

### C. COMMITTEE MEETINGS

Any member will have the right to propose a meeting of the Committee. After a member proposes a meeting, the Chair shall call a meeting, prepare an agenda and notify all members of the Committee as soon as is practical.

The Committee may also conduct business using a digital voting process if a live meeting is not practical.

### D. COMMITTEE FINDINGS AND REPORT TO THE ADMINISTRATIVE OFFICE

#### 1. Committee Review

The Committee will determine the feasibility of project financing, the financing program, and the program's compliance with County policy following consideration of all material submitted, both written and oral. The Committee reserves the right to require subsequent reviews of each financing project prior to the sale of bonds to ensure that all provisions of the policy are being met.

#### 2. Recommendations

The Committee will record its recommendations after taking action pursuant to Section 1 of this chapter. County departments and component units will include the Committee's recommendations to the CAO in their report to the Board of Supervisors.

#### 3. Waivers and Modifications

The Committee, with concurrence of the County Administrator, has the right to waive or modify any of the policies included herein, if, in its judgment, the County and its residents would benefit from such waiver or modification.

### E. ITEMS SUBMITTED TO COMMITTEE FOR REVIEW

The County department or component unit requesting the Committee's review shall submit the following information to the Committee Chair:

1. A description of the project or facilities to be financed.
2. A description of the source of revenue for debt retirement, including a statement regarding the liability of the County and the Board in the event of a default.
3. A summary of the public review process, if any, and the actions the Board will be required to take.
4. A schedule of financing activities.

5. Identification of administrative tasks and responsibilities necessary for debt service administration and covenant compliance.

All information must be received at least one week prior to the review.

## **Appendix B**

### **County of Sonoma Financial Assistance Guidelines**

Periodically, a County Supervisor, the County Auditor-Controller/Treasurer-Tax Collector (the “County Treasurer”), or the County Administrator is approached by organizations seeking financing for various projects and programs. Predominantly, requests are made for short term, temporary funding, to fill the gap of time between current expenditure needs, and an unrealized future source of funding.

The following guidelines will help the reader better understand what legally acceptable avenues of financial assistance/support exist for these requests. If you have any questions regarding how to interpret these guidelines, please call the Revenue & Debt Division Manager, Jonathan Kadlec, at 565-6124.

#### **The County Treasury**

##### **1. Temporary Transfers (California Constitution, Article XVI, § 6)**

The California Constitution allows the County Treasurer to make temporary transfers to any city, district, or political subdivision whose funds are in the custody of the County Treasury. Transfers can only be made from July 1 through the last Monday in April of the current fiscal year, and must be repaid from revenues prior to any other obligation of the borrower. On July 1, the amount of the advance may be up to 85% of anticipated revenues accruing within the current fiscal year. All transfers must have the prior approval of the local governing board of the borrowing entity. In addition to the repayment of principal, the borrowing entity must also pay the Treasury pooled rate of interest on the principal amount of outstanding indebtedness, up until the repayment date.

On February 20, 1991, the Sonoma County Board of Supervisors approved resolution #90-0271 delegating authority to the County Treasurer to approve temporary transfers, secured wholly by funds collected through the property tax system. Any other outside source of revenues used to secure a transfer must receive both approval of the borrowing entity’s local board, and the County Board of Supervisors.

##### **2. County Treasury Investments – Local Agency Debt (Government Code § 53601(a) and (d))**

From time to time local government agencies may issue bonds, notes, warrants or other evidences of indebtedness that the County Treasurer may invest in, provided that the County Treasurer deems the investment to be secure, and provided the investments meet all other investment criteria as outlined in the County Treasurer’s Investment Policy, as approved by the Board of Supervisors. The following are the basic criteria for this type of investment:

A. The local agency must have the legal authority to issue the indebtedness. For example, pursuant to GC § 53850 et seq., local government agencies are authorized to issue tax revenue anticipation notes (TRAN). The Treasury requires the issuing agency’s counsel to write a letter verifying that the agency has the authority to issue the note, and specifying the statutory authority that applies.

Pursuant to GC 53635.7, the County Treasurer will also require the local governing board to have discussed and deliberated each borrowing decision of \$100,000 or more, prior to issuance of the proposed indebtedness.

B. There must be a secure source of repayment for the protection of the Treasury Pool participants. Valid sources might include a final grant award, revenue streams such as sales tax money, fees or charges that meet or exceed the repayment period, an agency general fund, or other secure sources subject to review and approval by the County Treasurer.

C. In no event is the County Treasurer permitted to purchase investments with a remaining term to maturity of five years or more, unless the County Board of Supervisors has granted the express authority to make that specific investment, or as part of an investment program approved by the Board at least 3 months prior to the investment.

## **The County**

After considering other first line financing options such as CSAC's California Communities Joint Powers Authority, commercial banks or other funding sources, the County may use debt as an alternate means of financial assistance in two ways, either as an issuer of debt or a purchaser of debt. In general, debt is divided into two categories, short term and long term. By definition, short term typically means 13 months or the end of the current fiscal year, and long term debt is greater than 13 months or beyond the end of the current fiscal year.

### **A. Short Term Debt Issuance**

Pursuant to GC § 53820, 53840 & 53850 et seq., short term debt instruments such as a TRAN (Tax Revenue Anticipation Note), GAN (Grant Anticipation Note), or BAN (Bond Anticipation Note) may be issued by approval of the Board of Supervisors. Notes are typically issued to bridge a cash flow shortage for a specific project or need.

### **B. Long Term Debt Issuance**

The County may not issue long-term debt, meaning any type of debt instrument with maturity of 13 months, or greater than the end of the current fiscal year, without a two-thirds majority vote of the citizens of Sonoma County. Examples of debt subject to this limitation include GO bonds or Revenue bonds. There are exceptions for lease instruments (certificates of participation, or "COP's", and master lease-purchases), where the county is annually paying for value it receives, and the debt cannot be accelerated. These instruments are quite complex and bond counsel is normally retained to draft the documents. A lease-purchase borrowing of \$500,000 or more is only used when financially prudent, and at the recommendation of the CAO and the Debt Advisory Committee, and with Board approval, in order to finance significant capital improvement projects such as buildings, building improvements or major systems acquisitions. Lease-purchases

under \$500,000 are subject to normal County Purchasing guidelines and approvals.

### C. Debt Purchase

Pursuant to GC § 53601, the County may also purchase or invest in debt instruments of local agencies or districts. The types of investments are also defined by GC § 53601. Consideration of this option means that the County Treasurer within his fiduciary responsibility cannot purchase the contemplated debt as an investment under the Treasury investment policy guidelines. Inherently, the debt is less secure than Treasury investments and thus shall be subject to underwriting guidelines in order to be considered for purchase (See Appendix C). Use of this option should be for the purposes of accomplishing an overriding public policy goal. The issuing agency must also demonstrate that they have the legal debt capacity to issue the debt being considered. For the protection of the County, any type of debt purchased must have a clearly defined, legal source of repayment and collateral. Use of this option as a means of financial assistance is dependent upon the General Fund having sufficient cash flow available after all reserve and operational cash flow obligations are met. Because of the potential risk to the General Fund, the County Treasurer and County Administrator shall be consulted in conjunction with this option, and a recommendation presented to the Board of Supervisors.

### **Other**

Notwithstanding the previous guidelines, pursuant to GC § 26227, the Board of Supervisors may appropriate and expend money from the general fund of the County, or any other fund under their authority, to establish or fund programs deemed necessary to meet the social needs of the population of the County. Purposes allowed under this code section are broad and sweeping in nature. If consideration for financial assistance for a specific need outside of the funding of normal County operations is being contemplated, then a policy determination will have to be made to approve the proposed financing program. Assistance of this type must be processed in the normal budgetary process using ordinary budget controls.

### **Summary**

In particular, any type of financial assistance provided through a method that poses a potential liability to either the General Fund or the Treasury Pool should at a minimum follow the aforementioned guidelines. In addition, these requests should generally be considered only when the following criteria can be met:

- 1) Safety of Funds – Protection of principal
- 2) Liquidity of Funds
- 3) Yield or Fair Return on Investment
- 4) Public Benefit

An evaluation of each request should be made on a case by case basis, with the goal of meeting these criteria. Please refer to Appendix C for underwriting guidelines to be used as a starting point. In general, the highest priority will be given to the safety and protection of principal, and each request will be evaluated using items #1-3 of the underwriting guidelines. If a request cannot meet the safety of principal test then no further evaluation is needed as the request will be denied. If the request meets the safety of principal test, then a further analysis of liquidity and yield will be performed using items #4-6 of the underwriting guidelines. Finally, a discussion of public benefit will be balanced against the other factors in arriving at a final decision. In all cases the County will require that proper documentation is provided and under no circumstances will subordination be allowed (#7 and #8 underwriting guidelines).

## Appendix C

### Underwriting Guidelines

**The following criteria are factors that will be considered in order to qualify any County purchase of debt issued by an outside agency. This is not necessarily a comprehensive set of guidelines and there may be additional factors that are unique to the nature of a debt issue that need to be considered on a case specific basis.**

#### 1. Acceptable Collateral - Primary

- A. Tax Revenue (Parcel Tax, Sales Tax or Property Tax)
- B. Grants or Subsidies in favor of the County

#### 2. Secondary Collateral

- A. Real Property
- B. Bank Secured Letter of Credit
- C. Acceptable Securities
- D. Cash Reserve or equivalent

#### 3. Debt Service Coverage Ratio

The Debt Service Coverage Ratio which is, defined as the ratio of Net Annual Operating Revenues to Annual Debt Service, should be 1.25 times or greater.

#### 4. Term

The term of any debt purchase by the County must be five years or less unless the Board of Supervisors approves a term of greater than five years.

#### 5. Rate

The rate on any debt purchased shall not be less than the current County Treasury Pool rate plus administrative costs to manage the debt purchase.

#### 6. Size

The size of a debt purchase is dependent upon the General Fund having sufficient cash flow available after all reserve and operational cash flow obligations are met.

#### 7. Documentation

At a minimum, any purchase of debt requires an opinion letter from Bond Counsel that the debt is issued in accordance with relevant State law, a Purchase Agreement, a Promissory Note and any other documents deemed necessary to the transaction. All documentation will be subject to review by County Counsel.

## 8. Subordination

The County will not subordinate its repayment priority to any other debt issued subsequent to that debt being purchased by the County.

## Appendix D – Glossary

**Advance/Current Refunding.** A financing technique that typically allows an issuer to obtain the benefit of lower interest rates or an alternate bond structure when the outstanding bonds are (1) not currently callable (advance refunding) or (2) are currently callable (current refunding). For an advance refunding, the proceeds from the sale of the refunding bonds are used to purchase taxable government securities, which are deposited in an escrow account. The escrow account is structured so that the principal and interest earned on the securities are sufficient to pay all principal, interest, and call premium, if any, on the outstanding bonds, up to and including the call date. For a current refunding bond, proceeds are immediately used to pay principal, interest and call premium, if any, on the outstanding bonds. The refunding bonds are secured by the same sources of taxes or revenue previously pledged to the payment of the outstanding bonds.

**Arbitrage.** The difference between interest cost and interest earnings.

**Business-type activities.** Functions of the County that are intended to recover all or a significant portion of their costs through user fees and charges. Examples of business-type activities of the County include Refuse, the Sonoma County Water Agency and Airport.

**Capitalized Interest.** A portion of the bond proceeds set aside to pay interest on the bonds for a specific period of time. During the construction phase of a project interest is commonly capitalized so that debt service does not begin until project completion.

**Certificates of Participation.** A method of structuring and distributing tax-exempt leases to investors by dividing the rental payments and lease into fractionalized interests or shares for individual sale to investors. The share is represented by a formal certificate, much like a bond. COPs can be placed privately or sold publicly. COPs generally are sold for large asset financing and tend to be used more for real property rather than personal property acquisitions.

**Continuing Disclosure Agreement.** The agreement by a municipal bond issuer to disseminate annual financial information and material event disclosures to the information repositories as defined by the Municipal Securities Rulemaking Board (MSRB).

**Coupon.** The interest rate stated on the bond when it is issued.

**Coupon Premiums.** A couponing structure where the yields on the bonds are lower than the stated interest rates. This structure is typically preferred by institutional investors.

**Coupon Discounts.** A couponing structure where the yields on the bonds are higher than the stated interest rates. This structure is typically preferred by retail investors.

**Debt Service.** The periodic payment of principal and interest on debt.

**Debt Service Reserve Fund.** A fund that is held in trust until bonds mature. The fund will be utilized in the event that an issuer cannot make debt service payments.

**Defeasance.** A provision that voids a bond or loan when the borrower sets aside cash or replacement bonds sufficient enough to service the remainder of the borrower's existing debt.

**Derivative.** A financial instrument whose value depends on the value of an underlying asset, an index or a reference rate. Examples are swaps and options.

**Direct Debt.** An obligation arising from the borrowing of money to be repaid over a period of time. If the money is borrowed over a multi-year period, the repayment will be subject to state and local constitutional provisions, statutes, and judicial and administrative determinations. Direct debt includes voter-approved general obligation bonds, pension obligation bonds, unfunded pension benefit obligations, tax-supported lease obligations, capital leases paid from governmental funds and internal service funds, special assessment debt with a contingent County obligation, and other tax-supported bonded obligations. Tax and revenue anticipation notes are not classified as direct debt.

**Escrow.** Money held by a third party on behalf of the other two parties in a transaction.

**Governmental-type activities.** Functions of the County that are principally supported by taxes and intergovernmental revenues. Examples of governmental activities of the County include general government, public protection, public ways and facilities and public assistance to name a few.

**Gross Funded.** Sizing the initial deposit into a fund in the total amount required. Interest earning will then be used for other purposes.

**Lease Debt.** Lease debt, or Lease Purchase Financing, represents long-term financing suitable for capital expenditures, including the acquisition or improvement of land and facilities. In California, tax-exempt leases with non-appropriation or abatement clauses are not considered debt under the Offner-Dean rule, though they act as debt in a financial sense. Examples of lease debt include lease revenue bonds, sale-leaseback arrangements, operating leases, and certificates of participation.

**Lease Revenue Bond.** A lease revenue bond (or a lease-backed revenue bond) is a bond which is repaid through regular lease payments from project revenues. General Fund revenues may also be used to make lease payments.

**Liquidity Facility.** A line of credit, letter of credit, standby purchase agreement or similar facility, issued by a commercial bank, insurance company, or other financial institution, and delivered or made available to the Trustee for a bond issue.

**Material Event.** Certain events affecting a municipal security (bond) as defined under a continuing disclosure agreement meeting the requirements of Rule 15c2-12. Material Events are specifically defined for each municipal bond offering in the Continuing Disclosure Agreement.

**Net Funded.** A fund whose initial deposit is less than the total amount required for all related projects. The fund's interest earning are then used to supplement the initial deposit.

**Optional Call.** Bonds that can be redeemed at the option of the issuer.

**Principal.** The amount borrowed or the amount still owed, separate from interest.

**Private Placement Providers.** Bond investors who purchase bonds directly from the issuer, a private placement or direct purchase. The alternative is a public placement where bonds are offered to the public and sold through an underwriter. Private Placement Providers are typically large banks, mutual funds, insurance companies and pension funds.

**Sale-leaseback.** An arrangement in which one party sells an asset to another party before leasing it back. The initial seller receives an infusion of cash from the sale of the asset but still retains its use. In many cases, the lease is structured to provide tax advantages to the original seller. This arrangement is frequently used so a party can finance capital expenditures or other programs with the equity in assets that they own.

**Senior Debt.** Senior Debt is repaid before Subordinate Debt.

**Subordinate Debt.** Subordinate Debt is repaid after Senior Debt.

**Surety Bond.** A form of bond insurance an issuer can purchase from a bond insurance company in lieu of maintaining cash in a reserve fund.

**Swaps.** Agreements made between two parties to exchange a stream of periodic payments. Swaps are used to minimize risks associated with unpredictable or fluctuating market factors.

**Underwriter.** A firm that buys securities (bonds) from an issuer and resells them to investors.

**Yield.** The effective rate of interest paid on a bond or note.



# Fiscal Policy Manual

**POLICY DE-1:** Policy for Debt Management

**APPROVED:** Board of Supervisors

**AUTHORITY:** Auditor-Controller-Treasurer-Tax Collector

**ISSUE/REVISED DATE:** ~~May 15, 2012~~ February 7, 2017

## I. Introduction / Purpose

The purpose of the County of Sonoma (the "County") Debt Management Policy (the "Policy") is to ensure sound and uniform practices for issuing and managing debt. The County recognizes that it may need to enter into debt obligations to finance projects and to meet fiscal responsibilities. Accordingly, this Debt Management Policy confirms the commitment of the Board of Supervisors (the "Board"), staff, advisors and other decision makers to adhere to sound financial management practices.

The County's Comprehensive Annual Financial Report lists a number of legally separate organizations ("component units") for which the Board is financially accountable. This Policy informs the actions of these component units to ensure a uniform approach to the issuance of debt.

## II. Policy Objectives

The Policy objectives are as follows:

- Establish a systematic and prudent approach to debt issuance and debt management.
- Ensure access to debt capital markets and direct purchase investors (private placement providers) through prudent and flexible policies.
- Define specific limits or acceptable ranges for general fund supported debt and pension obligation debt.

## III. Scope

This Policy governs the issuance and management of all debt and lease financing activity by County entities and component units. The debt policies and practices of the County are subject to and limited by applicable provisions of state and federal law and to prudent debt management principles.

The County uses financing techniques prescribed under existing law for projects that require financing beyond the current fiscal year. These techniques can include, but are not limited to, certificates of participation, lease-back arrangements, and revenue and assessment bonds.

## IV. Debt Advisory Committee

The Debt Advisory Committee ("DAC") was formed by and is advisory to the County Administrator's Office ("CAO"). The Debt Advisory Committee ("DAC") is responsible for reviewing all proposed financing and providing the County Administrator's Office ("CAO") with a recommended course of action. The DAC may utilize the services of an independent Financial Advisor when analyzing proposed financing.

The DAC consists of seven members: (1) Auditor-Controller-Treasurer-Tax Collector (Chair), (2) County Administrator (Vice-Chair), (3) County Counsel, (4) Director of General Services, (5) Chief Engineer of the County Water Agency, (6) Executive Director of the Community Development Commission and (7) Assistant Treasurer. Members may specify an alternate to act in their place. Additional operating policies for the DAC are found under Section 1-3 of the Administrative Policy Manual - Policy for Debt Advisory Committee (Appendix A).

## **V. Delegation of Authority**

Government Code § 53635.7 requires that all borrowing be placed on the Board Agenda as a separate item of business. This Policy requires that the Board specifically authorize each financing proposal based on the recommendation of the CAO. Policy implementation and the day-to-day responsibility for and authority over the County's debt program will lie with the Auditor- Controller-Treasurer-Tax Collector (the "ACTTC") and that office's Revenue and Debt Division Manager (the "Debt Manager") with participation by County Counsel and other departments as necessary. The ACTTC and Debt Manager will be supported on an as-needed basis by other members of the financing team and a Financial Advisor. The services of other outside consultants may be retained if necessary.

This Policy will be reviewed annually and updated as necessary. Any changes to the Policy are subject to approval by the DAC and the Board. The revised Policy will be provided to all County entities and component units. While adherence to this Policy is required, the County recognizes that changes in capital markets, County programs, and other unforeseen circumstances may produce situations that are not covered by this Policy. This may require modification or exceptions to achieve Policy objectives. In these cases, flexibility is appropriate, provided specific authorization from the Board or the component unit's Board of Directors is obtained.

## **VI. Standards for Debt Financing**

The County will minimize the level of Direct Debt by incurring debt only in those cases where public policy, public interest and/or economic efficiency favor debt over cash financing or grant funding. In addition, the County shall use self-supporting (debt-service neutral or better) debt when possible. **All debt issuance will fall within the limits permitted by the California Constitution and state law.**

### **a. Relationship of Debt to Capital Improvement Program and Budget**

**The County is committed to long-term capital planning and intends to issue debt for the purposes stated in this Policy including any policy decisions incorporated in any applicable capital budget and the capital improvement plan.** The County in most cases will issue debt to finance capital projects.

### **b. Other Potential Reasons to Issue Debt**

Other possible reasons to issue debt include (but are not limited to) refinancing unfunded pension liabilities, allowing the County to cover periods of temporary cash shortfalls, refinancing bonds, and paying obligations imposed by law. Except to alleviate cash-flow timing issues within a fiscal year, the County will avoid using debt to finance reoccurring operating expenses. ~~All debt issuance will fall within the limits permitted by the California Constitution and state law.~~ **Policy Goals Related to Planning Goals and Objectives**

**The County is committed to long-term financial planning, maintaining appropriate reserve levels and employing prudent practices in governance, management and budget administration. The County intends to issue debt for the purposes stated in the Policy and to implement policy decisions incorporated in the County's annual operations budget.**

**It is the policy goal of the County to protect taxpayers, ratepayers and constituents by utilizing conservative financing methods and techniques so as to obtain the highest practical credit ratings (if applicable) and the lowest practical borrowing costs.**

### **d. Credit Ratings**

Without compromising the County's objectives, the County will work to ensure that all debt issuances receive the highest credit ratings possible. In addition, the County will attempt to maintain or improve the credit ratings of outstanding bonds.

#### **e. Debt Issuance Requirements**

All debt is required to undergo a DAC review before receiving the recommendation of the CAO and the approval of the Board.

All debt will be limited by the constraints described in Section IX, "Debt Level / Affordability Targets."

#### **f. Method of Sale**

The County's goal is to protect the public's interest by obtaining the lowest possible interest cost. To obtain this goal, the County may use a competitive, negotiated, limited-competitive (hybrid) or private placement method of sale. The appropriate method should be determined on a case-by-case basis.

Before selecting a method of sale for public offerings, the financing team shall take into consideration the current market, the issuer's characteristics, and the proposed bond structure. Market considerations will focus on the supply and demand of competing issuances. Issuer characteristic considerations will include market familiarity, credit strength, and policy goals. Bond structure considerations will include the type of debt instrument, issue size, structure, and timing.

The County prefers the use of a competitive sale for public offerings. However, if the Financial Advisor believes that pre-sale marketing will enhance the County's ability to sell the bonds to the public, the financing team should evaluate the benefits and legality of a limited-competitive or negotiated sale.

Due to the limited liquidity of private placements, public offerings will typically offer a lower cost of funds. Private placements are typically utilized for smaller issuances, more complex bond structures, or financings with short lead time.

#### **g. Derivatives**

A derivative product is a financial instrument which derives its own value from the value of another instrument, usually an underlying asset such as a stock, bond, or an underlying reference such as an interest rate. Derivatives are commonly used as hedging devices in managing interest rate risk and thereby reducing borrowing costs. However, these products bear certain risks not associated with standard debt instruments. Accordingly, derivative products should only be employed after careful evaluation of potential benefits and risks with prior DAC and Board approval.

#### **h. Bond Counsel and Financial Advisor Requirements**

Where appropriate, Bond and/or Disclosure Counsel and a Financial Advisor will be engaged.

#### **i. Economies of Scale**

The County will bundle projects into fewer transactions to achieve economies of scale associated with costs of issuance when feasible. In addition, the County will seek to optimize the use of assets used as underlying collateral when considering any new debt issuance.

#### **j. Arbitrage Regulations**

Generally, tax-exempt bond issues are subject to IRS arbitrage rebate requirements. These requirements specify that any profit or arbitrage be rebated to the Federal Government. Rebate computations are typically required every five (5) years and upon final redemption or maturity of the bonds. Any excess earnings are required to be rebated to the Federal Government.

#### **k. Arm's Length Transactions**

The County will endeavor to have "Arm's Length Transactions," in which the buyers (underwriters) of the debt have no relationship with the County. For Arm's Length Transactions, the County and the buyer are both acting in their own self interest and are not subject to any pressure or duress from the other party.

### **VII. Purpose of Debt**

There are two basic types of debt: new money financings and refunding financings.

#### **a. New Money Financings**

The County may issue long-term debt in order to generate funding for capital projects. Short-term debt may be issued to generate funding for cash flow needs.

#### **b. Refunding Financings**

Refunding bonds are issued to retire all or a portion of an outstanding bond issue or other debt. Such bonds can be used to achieve present value savings on debt service, to modify interest rate risk, or to restructure the payment schedule, type of debt instrument used, or covenants of existing debt. The County must analyze each refunding bond on a present value basis to evaluate the economic effects. Policies on the administration of refunding bonds are detailed in Section VI.k. "Refunding Bonds".

### **VIII. Types of Debt / Terms of Debt – New Money**

There are a variety of debt structures that the County will consider to meet its funding needs.

Short term debt includes tax and revenue anticipation notes (TRANS), commercial paper, grant anticipation notes, bond anticipation notes and lines of credit. Long term debt structures include, but are not limited to, general obligation (GO) bonds, special assessment district bonds, lease revenue bonds, certificates of participation, enterprise revenue bonds, sales tax revenue bonds, asset securitizations and pension obligation bonds (POBs).

The County may also participate in conduit financing, in which the Board may approve the issuance of bonds for the purposes of commercial, industrial, or residential property development. This type of financing does not create a liability for the County.

#### **a. Debt Terms – New Money**

**Term and Structure:** Long-term debt financing of capital projects will be for a period not to exceed 120% of the expected average useful life of the assets being financed, and in no event should exceed thirty (30) years. Debt Service will be structured to be level over the length of the bonds except in those instances where it is economically advantageous to the County or meets other County objectives to structure debt service differently. Short term debt and structure will be determined on a case-by-case basis and will be consistent with appropriate legal and tax requirements.

**Coupon Premiums and Discounts:** Coupon Premiums and Discounts shall be determined on a case-by-case basis as recommended by the Financial Advisor.

**Call Provisions:** Debt will be structured with the shortest possible Optional Call consistent with optimal pricing and County objectives.

**Debt Service Reserve Fund:** For long term debt and where appropriate for short-term debt, a Debt Service Reserve Fund will be utilized to achieve optimal pricing. Alternately, a Surety Bond may be evaluated and used if found to be economically advantageous.

**Capitalized Interest:** All interest due from the date of debt issuance may be rolled into principal until substantial completion of the project being funded unless another asset pledge or other sources of funds are available.

**Variable Rate Debt:** To maintain a predictable debt service burden, the County will give preference to debt that carries a fixed interest rate. An alternative to the use of fixed rate debt is floating or variable rate debt. It may be appropriate to issue short-term or long-term variable rate debt to diversify the County's debt portfolio, reduce interest costs, provide interim funding for capital projects or improve the match of assets to liabilities.

Budgetary safeguards should be in place before incurring variable rate debt, and such debt should never amount to more than 20% of all outstanding debt. Before incurring variable rate debt, careful consideration should be given to current market conditions and trends, including the costs and availability of Liquidity Facilities. The County's cost for administering variable rate debt should be considered when comparing fixed and variable rate debt.

**Credit Enhancement:** The County will consider the use of credit enhancements on a case-by-case basis, evaluating the economic benefit versus the cost for each case. Bond insurance, stand-by letters of credit and other credit enhancements should be used only when they clearly demonstrate a net present value savings to the County.

**Senior/Subordinate:** Senior and Subordinate debt will be utilized in a manner that will minimize the costs of financing or maximize debt capacity.

## **IX. Refunding Bonds (Debt Refinancing)**

The County is responsible for acting upon refunding opportunities that offer significant savings over the maintenance of existing debt.

Periodically, the County will analyze and evaluate debt repayment opportunities based on current market conditions. Additionally, the County may request or receive analysis of an opportunity to refund existing debt from a Financial Advisor or other municipal financial market participant. The County will consider such opportunities and evaluate the economic benefit they may present.

### **a. Debt Service Savings**

The County has established a minimum present value cash flow savings threshold goal of three (3) percent of the refunded bond principal amount. A refinance may also be considered if other compelling reasons exist.

The present value savings will be net of all costs of the refinancing, will consider the difference in interest earnings of the debt service reserve funds of the refunded and refunding bonds, and may include any cash associated with the refunded bonds held by the Trustee. The decision to take the savings on an upfront or deferred basis must be approved by the Board after recommendation by the DAC and the CAO.

## **b. Guiding Principles**

In evaluating refunding opportunities and applying the above referenced guidelines, the DAC and staff shall also consider the following:

Adjustments to the savings threshold for Advance Refundings, may be justified based on the length of time before the call of the bonds to be refunded. The longer the escrow, the higher the savings threshold should be. Conversely, shorter escrows may justify a lower savings threshold.

The County should consider a forward refunding to preserve the ability to advance refund the bonds at a future date for Advance Refundings with very short escrows.

Adjustments to savings thresholds for both Advance Refundings and Current Refundings, may be justified based on:

- the length of time from the call to maturity. The longer the time to maturity, the higher should be the savings threshold. Conversely, a shorter time to maturity may justify a lower savings threshold.

- interest rates at the time of the refunding relative to historical markets. In low interest rate markets a lower threshold may be justified while a higher threshold would be justified in high interest rate markets.

The coupon structure and/or callability of the refunding bonds may also justify adjustments to the savings threshold. Non-callable refunding bonds, for example, might justify a higher threshold.

## **c. Restructuring**

The County will refund debt when it is in its best interest to do so. Refundings will include restructuring to meet unanticipated revenue expectations, terminate Swaps, achieve cost savings, mitigate irregular debt service payments, release reserve funds or remove unduly restrictive bond covenants.

## **d. Term of Refunding Issues**

The County will refund bonds within the term of the originally issued debt. However, the County may consider maturity extension to achieve a desired outcome, provided that such extension is legally permissible. The County may also consider shortening the term of the originally issued debt to realize greater interest savings.

## **e. Escrow Structuring**

The County shall utilize the least costly securities available in structuring refunding escrows. The County will examine the viability of an economic versus legal Defeasance on a net present value basis. A certificate from a third party agent, who is not a broker-dealer, is required. Said certificate must state that the securities were procured through an arm's length, competitive bid process (in the case of open market securities); that such securities were more cost effective than State and Local Government Obligations; and that the price paid for the securities was reasonable within Federal guidelines. Under no circumstances shall an Underwriter, Agent or Financial Advisor sell escrow securities to the County from its own account.

**f. Arbitrage**

The County shall take all necessary steps to optimize escrows and to avoid negative arbitrage in its refundings. Any resulting positive arbitrage will be rebated according to Federal guidelines.

## X. Debt Structuring Practices

The following standard terms shall be applied to all County debt transactions as appropriate. Based on the market condition at the time of the transaction, individual terms may need to be altered.

<b>Characteristic</b>	<b>General Obligation Bonds</b>	<b>Lease Revenue Bonds</b>	<b>Certificates of Participation</b>
<b>Term</b>	20 Years per issuance/series	Up to 20 years depending on the cash flow assumptions, construction timeline and remaining useful life of the asset being financed	20 years standard but not to exceed the remaining useful life of the asset being financed
<b>Maximum Yield</b>	Between 6 – 8%	Between 6 – 8%	Between 6 – 8%
<b>Maximum Premium</b>	Case by case as recommended by FA	Case by case as recommended by FA	Case by case as recommended by FA
<b>Maximum Discount</b>	None	None	None
<b>Payment Dates</b>	Fixed – Bi-Annual	Fixed – Bi-Annual	Fixed – Bi-Annual
<b>Coupons</b>	Fixed Rate	Fixed Rate	Fixed Rate
<b>Call Provisions</b>	Shortest possible option call consistent with optimal pricing	Shortest possible option call consistent with optimal pricing	Shortest possible option call consistent with optimal pricing
<b>Structure of Debt</b>	Level debt service	Level debt service – unless otherwise dictated by underlying remaining useful lives	Level debt service – unless otherwise dictated by underlying remaining useful lives
<b>Debt Service Reserve</b>	None	Maximum annual principal and interest payment amount	Maximum annual principal and interest payment amount
<b>Capitalized Interest</b>	None		
<b>Reimbursement Resolution</b>	Adopted by the Board of Supervisors	Adopted by the Board of Supervisors	Adopted by the Board of Supervisors
<b>Good Faith Deposit</b>	Lesser of 125% of cost of issuance or 1% of par amount	Lesser of 125% of cost of issuance or 1% of par amount	Lesser of 125% of cost of issuance or 1% of par amount
<b>Budgeting Debt Service</b>	Debt service shall be included in the tax levy	Budget shall be for gross debt service and the responsibility of the sponsoring department	Budget shall be for gross debt service and the responsibility of the sponsoring department

## **XI. Debt Level / Affordability Targets**

The County shall establish an affordable level of debt in order to preserve credit quality and ensure financial stability. As such, aggregate General Fund lease debt service should fall within a range of four to six percent (4%-6%) of General Fund Expenditures<sup>1</sup>. The County shall maintain a debt affordability model with ratios recalculated at the time of a new debt issue. The DAC and the Board will be notified if any new issuance would cause the ratio to exceed the threshold. Both DAC and Board approval would be required before the County is allowed to exceed the ratio threshold.

A component unit may be allowed to exceed the above target ration if the unit generates user fees through a business-type activity. The component unit must, however, repay the debt with money generated by user fees or other dedicated revenue sources.

The above target ratio does not include POB debt service or the County's pension and retiree health care unfunded actuarial accrued liabilities (UAAL), which itself is a form of "debt" owed to retirement plan members. POB's are used to refund the county's UAAL at a lower cost to achieve cost savings and shall be issued only after careful consideration by the DAC and Board of potential benefits and risks. Considerations shall include: (i) the spread between the expected borrowing rate and the assumed rate of return on retirement plan assets; (ii) investment risk associated with the investment of POB proceeds; (iii) issuing a sufficient amount of POBs to generate market interest; and (iv) the County's overall pension burden, including both POB debt and UAAL. The County has established that the debt service for POBs should not exceed 5%-7% of total County expenditures, without consideration of UAAL. To the extent that rating agency or other metrics are available, the County's pension burden shall be compared to that of other comparable agencies.

## **XII. Financial Assistance**

The County may be approached by organizations seeking financing for projects or to satisfy temporary cash flow shortfalls that exist between periods of expenditure and revenue generation. The County has established a set of guidelines (see Appendix B, "County of Sonoma Financial Assistance Guidelines") to govern such requests.

## **XIII. Discount Rate Reduction**

The discount rate for employee pension obligations will be evaluated periodically by the County. The impact of modifying the discount rate will be compared with the costs and benefits of allowing the rate to remain static. During stock market boom cycles, increased returns are often utilized to ensure the retirement systems funding status, reduce outstanding debt where allowable, and bolster the trust fund against uncertainty.

## **XIV. Annual Reporting / Continuing Disclosure**

The County will prepare an annual debt obligation report (the "Report") for distribution to the DAC, CAO, Board, and general public. The Report will include:

- the total County debt as of June 30 of that year.
- each debt obligation's interest rate, term, and annual payment.
- any refinancing that occurred that year.

All existing County debt should be compliant with Continuing Disclosure Certificate requirements. All future debt issues should also be compliant.

Each responsible County department, agency, district or authority issuing or managing debt will:

- observe all applicable state and federal regulations and laws regarding disclosure.
- file all annual reports and material event notices with the appropriate agencies in a timely manner.
- file a Material Event notice pursuant to Rule 15c2-12 under the Securities Exchange Act of 1934.

The County will conduct "due diligence" meetings with all relevant County staff prior to the issuance of new bonds and notes. A Preliminary Official Statement will be released to the market only after the completion of the "due diligence" meetings.

#### **XV. Internal Control Procedures**

Proceeds of debt will be held either (a) by a third-party trustee, which will disburse such proceeds to the County upon the submission of one or more written requisitions, or (b) by the County, to be held and accounted for in a separate fund or account, the expenditure of which will be carefully documented by the issuing entity.

#### **XVI. New Financing Methods and Techniques**

Changing federal regulations and the shifting concerns of rating agencies mean that Counties operate in a dynamic financial environment. This Policy is not intended to hinder the County's use of any new financing techniques that may arise.

Proposals for financing methods not included in this Policy should be addressed to the DAC. If the DAC approves of such financing methods, the DAC should recommend their use to the CAO. This Policy should then be amended to reflect any new financing techniques recommended by the DAC and approved by the Board.

#### **XVII. Conclusion**

This Policy is intended to guide and regulate the County's issuance of debt. The County is aware, however, that the financial environment may change and that this Policy may therefore require a review or update. Should circumstances dictate, this Policy should be modified to remain relevant in the current financial environment.

## Appendix A

[Under: 1-0 General Administration & Organization or 3-0 Budget and Fiscal]

### 1-3 Policy for Debt Advisory Committee

Approved:

Authority:

Revised Date:

#### I. Purpose

The Debt Advisory Committee was formed by and is advisory to the County Administrator's Office. The Debt Advisory Committee (the "Committee") is charged with protecting the County's financial well-being and strong credit rating by assisting County departments or other government entities under the jurisdiction of the Board of Supervisors ("component units") in placing debt.

#### II. Policy

##### A. General Provisions

##### 1. Function

The Committee's primary function shall be to review any proposed financing of \$500,000 or more initiated by a County department or a component unit and make a recommendation as set forth in this document.

"Financings" shall mean any bonds, certificates of participation, lease-purchase agreements, notes, interest rate swaps, letters of credit or other financing arrangements in an amount of \$500,000 or more that will create a long-term liability for the County or a component unit.

##### 2. Scope

At the County Administrator's request, the Committee will also review and make recommendations on other financing issues. Issues and questions which the Committee will research and review include, but are not limited to, the following:

- a. The total level of debt obligations within the County. For purposes of this policy, debt is defined to include financing techniques legally available to the County for projects that require resources beyond the current fiscal year. The Committee should consider any resulting burden on County taxpayers and the maintenance of the County's financial strength and credit ratings.
- b. The level of debt of overlapping jurisdictions.
- c. The appropriateness of a given type of debt instrument for a financed project.
- d. The structure of a given financing, including maturity, amortization, security, interest rates, rating, risk, and any other parameters the Committee deems appropriate.

e. The debt levels of County departments and agencies.

f. The status of existing debt issues, including such matters as refunding possibilities, administration costs, and adherence to covenants.

## B. COMMITTEE

### 1. Committee Members

The Committee shall consist of the following individuals or their alternates:

a. County Administrator

b. County Counsel

c. Auditor-Controller/Treasurer-Tax Collector

d. Director of General Services

e. Chief Engineer of the County Water Agency

f. Executive Director of the Community Development Commission

g. Assistant Treasurer (Auditor-Controller/Treasurer-Tax Collector's Office)

### 2. Alternates

Any officer named in B.1., above may designate an alternate to act as a member of the Committee in his or her stead. For all interests and purposes, it will be as though the officer were personally present. The alternate will possess the rights to participate in the proceedings of the Committee and to vote upon any and all matters.

### 3. Chair and Vice-Chair

The County Auditor-Controller-Treasurer-Tax Collector or his or her alternate will chair the Committee. The County Administrator or his or her alternate will act as the Vice Chair. The Chair shall be responsible for providing the functions of a recording secretary if the Committee deems such services to be necessary.

### C. COMMITTEE MEETINGS

Any member will have the right to propose a meeting of the Committee. After a member proposes a meeting, the Chair shall call a meeting, prepare an agenda and notify all members of the Committee as soon as is practical.

The Committee may also conduct business using a digital voting process if a live meeting is not practical.

### D. COMMITTEE FINDINGS AND REPORT TO THE ADMINISTRATIVE OFFICE

#### 1. Committee Review

The Committee will determine the feasibility of project financing, the financing program, and the program's compliance with County policy following consideration of all material submitted, both written and oral. The Committee reserves the right to require subsequent reviews of each financing project prior to the sale of bonds to ensure that all provisions of the policy are being met.

#### 2. Recommendations

The Committee will record its recommendations after taking action pursuant to Section 1 of this chapter. County departments and component units will include the Committee's recommendations to the CAO in their report to the Board of Supervisors.

#### 3. Waivers and Modifications

The Committee, with concurrence of the County Administrator, has the right to waive or modify any of the policies included herein, if, in its judgment, the County and its residents would benefit from such waiver or modification.

### E. ITEMS SUBMITTED TO COMMITTEE FOR REVIEW

The County department or component unit requesting the Committee's review shall submit the following information to the Committee Chair:

1. A description of the project or facilities to be financed.
2. A description of the source of revenue for debt retirement, including a statement regarding the liability of the County and the Board in the event of a default.
3. A summary of the public review process, if any, and the actions the Board will be required to take.
4. A schedule of financing activities.

5. Identification of administrative tasks and responsibilities necessary for debt service administration and covenant compliance.

All information must be received at least one week prior to the review.

## **Appendix B**

### **County of Sonoma Financial Assistance Guidelines**

Periodically, a County Supervisor, the County Auditor-Controller/Treasurer-Tax Collector (the “County Treasurer”), or the County Administrator is approached by organizations seeking financing for various projects and programs. Predominantly, requests are made for short term, temporary funding, to fill the gap of time between current expenditure needs, and an unrealized future source of funding.

The following guidelines will help the reader better understand what legally acceptable avenues of financial assistance/support exist for these requests. If you have any questions regarding how to interpret these guidelines, please call the Revenue & Debt Division Manager, Jonathan Kadlec, at 565-6124.

#### **The County Treasury**

##### **1. Temporary Transfers (California Constitution, Article XVI, § 6)**

The California Constitution allows the County Treasurer to make temporary transfers to any city, district, or political subdivision whose funds are in the custody of the County Treasury. Transfers can only be made from July 1 through the last Monday in April of the current fiscal year, and must be repaid from revenues prior to any other obligation of the borrower. On July 1, the amount of the advance may be up to 85% of anticipated revenues accruing within the current fiscal year. All transfers must have the prior approval of the local governing board of the borrowing entity. In addition to the repayment of principal, the borrowing entity must also pay the Treasury pooled rate of interest on the principal amount of outstanding indebtedness, up until the repayment date.

On February 20, 1991, the Sonoma County Board of Supervisors approved resolution #90-0271 delegating authority to the County Treasurer to approve temporary transfers, secured wholly by funds collected through the property tax system. Any other outside source of revenues used to secure a transfer must receive both approval of the borrowing entity’s local board, and the County Board of Supervisors.

##### **2. County Treasury Investments – Local Agency Debt (Government Code § 53601(a) and (d))**

From time to time local government agencies may issue bonds, notes, warrants or other evidences of indebtedness that the County Treasurer may invest in, provided that the County Treasurer deems the investment to be secure, and provided the investments meet all other investment criteria as outlined in the County Treasurer’s Investment Policy, as approved by the Board of Supervisors. The following are the basic criteria for this type of investment:

A. The local agency must have the legal authority to issue the indebtedness. For example, pursuant to GC § 53850 et seq., local government agencies are authorized to issue tax revenue anticipation notes (TRAN). The Treasury requires the issuing agency’s counsel to write a letter verifying that the agency has the authority to issue the note, and specifying the statutory authority that applies.

Pursuant to GC 53635.7, the County Treasurer will also require the local governing board to have discussed and deliberated each borrowing decision of \$100,000 or more, prior to issuance of the proposed indebtedness.

B. There must be a secure source of repayment for the protection of the Treasury Pool participants. Valid sources might include a final grant award, revenue streams such as sales tax money, fees or charges that meet or exceed the repayment period, an agency general fund, or other secure sources subject to review and approval by the County Treasurer.

C. In no event is the County Treasurer permitted to purchase investments with a remaining term to maturity of five years or more, unless the County Board of Supervisors has granted the express authority to make that specific investment, or as part of an investment program approved by the Board at least 3 months prior to the investment.

## **The County**

After considering other first line financing options such as CSAC's California Communities Joint Powers Authority, commercial banks or other funding sources, the County may use debt as an alternate means of financial assistance in two ways, either as an issuer of debt or a purchaser of debt. In general, debt is divided into two categories, short term and long term. By definition, short term typically means 13 months or the end of the current fiscal year, and long term debt is greater than 13 months or beyond the end of the current fiscal year.

### **A. Short Term Debt Issuance**

Pursuant to GC § 53820, 53840 & 53850 et seq., short term debt instruments such as a TRAN (Tax Revenue Anticipation Note), GAN (Grant Anticipation Note), or BAN (Bond Anticipation Note) may be issued by approval of the Board of Supervisors. Notes are typically issued to bridge a cash flow shortage for a specific project or need.

### **B. Long Term Debt Issuance**

The County may not issue long-term debt, meaning any type of debt instrument with maturity of 13 months, or greater than the end of the current fiscal year, without a two-thirds majority vote of the citizens of Sonoma County. Examples of debt subject to this limitation include GO bonds or Revenue bonds. There are exceptions for lease instruments (certificates of participation, or "COP's", and master lease-purchases), where the county is annually paying for value it receives, and the debt cannot be accelerated. These instruments are quite complex and bond counsel is normally retained to draft the documents. A lease-purchase borrowing of \$500,000 or more is only used when financially prudent, and at the recommendation of the CAO and the Debt Advisory Committee, and with Board approval, in order to finance significant capital improvement projects such as buildings, building improvements or major systems acquisitions. Lease-purchases

under \$500,000 are subject to normal County Purchasing guidelines and approvals.

### C. Debt Purchase

Pursuant to GC § 53601, the County may also purchase or invest in debt instruments of local agencies or districts. The types of investments are also defined by GC § 53601. Consideration of this option means that the County Treasurer within his fiduciary responsibility cannot purchase the contemplated debt as an investment under the Treasury investment policy guidelines. Inherently, the debt is less secure than Treasury investments and thus shall be subject to underwriting guidelines in order to be considered for purchase (See Appendix C). Use of this option should be for the purposes of accomplishing an overriding public policy goal. The issuing agency must also demonstrate that they have the legal debt capacity to issue the debt being considered. For the protection of the County, any type of debt purchased must have a clearly defined, legal source of repayment and collateral. Use of this option as a means of financial assistance is dependent upon the General Fund having sufficient cash flow available after all reserve and operational cash flow obligations are met. Because of the potential risk to the General Fund, the County Treasurer and County Administrator shall be consulted in conjunction with this option, and a recommendation presented to the Board of Supervisors.

### **Other**

Notwithstanding the previous guidelines, pursuant to GC § 26227, the Board of Supervisors may appropriate and expend money from the general fund of the County, or any other fund under their authority, to establish or fund programs deemed necessary to meet the social needs of the population of the County. Purposes allowed under this code section are broad and sweeping in nature. If consideration for financial assistance for a specific need outside of the funding of normal County operations is being contemplated, then a policy determination will have to be made to approve the proposed financing program. Assistance of this type must be processed in the normal budgetary process using ordinary budget controls.

### **Summary**

In particular, any type of financial assistance provided through a method that poses a potential liability to either the General Fund or the Treasury Pool should at a minimum follow the aforementioned guidelines. In addition, these requests should generally be considered only when the following criteria can be met:

- 1) Safety of Funds – Protection of principal
- 2) Liquidity of Funds
- 3) Yield or Fair Return on Investment
- 4) Public Benefit

An evaluation of each request should be made on a case by case basis, with the goal of meeting these criteria. Please refer to Appendix C for underwriting guidelines to be used as a starting point. In general, the highest priority will be given to the safety and protection of principal, and each request will be evaluated using items #1-3 of the underwriting guidelines. If a request cannot meet the safety of principal test then no further evaluation is needed as the request will be denied. If the request meets the safety of principal test, then a further analysis of liquidity and yield will be performed using items #4-6 of the underwriting guidelines. Finally, a discussion of public benefit will be balanced against the other factors in arriving at a final decision. In all cases the County will require that proper documentation is provided and under no circumstances will subordination be allowed (#7 and #8 underwriting guidelines).

## Appendix C

### Underwriting Guidelines

**The following criteria are factors that will be considered in order to qualify any County purchase of debt issued by an outside agency. This is not necessarily a comprehensive set of guidelines and there may be additional factors that are unique to the nature of a debt issue that need to be considered on a case specific basis.**

#### 1. Acceptable Collateral - Primary

- A. Tax Revenue (Parcel Tax, Sales Tax or Property Tax)
- B. Grants or Subsidies in favor of the County

#### 2. Secondary Collateral

- A. Real Property
- B. Bank Secured Letter of Credit
- C. Acceptable Securities
- D. Cash Reserve or equivalent

#### 3. Debt Service Coverage Ratio

The Debt Service Coverage Ratio which is, defined as the ratio of Net Annual Operating Revenues to Annual Debt Service, should be 1.25 times or greater.

#### 4. Term

The term of any debt purchase by the County must be five years or less unless the Board of Supervisors approves a term of greater than five years.

#### 5. Rate

The rate on any debt purchased shall not be less than the current County Treasury Pool rate plus administrative costs to manage the debt purchase.

#### 6. Size

The size of a debt purchase is dependent upon the General Fund having sufficient cash flow available after all reserve and operational cash flow obligations are met.

#### 7. Documentation

At a minimum, any purchase of debt requires an opinion letter from Bond Counsel that the debt is issued in accordance with relevant State law, a Purchase Agreement, a Promissory Note and any other documents deemed necessary to the transaction. All documentation will be subject to review by County Counsel.

## 8. Subordination

The County will not subordinate its repayment priority to any other debt issued subsequent to that debt being purchased by the County.

## Appendix D – Glossary

**Advance/Current Refunding.** A financing technique that typically allows an issuer to obtain the benefit of lower interest rates or an alternate bond structure when the outstanding bonds are (1) not currently callable (advance refunding) or (2) are currently callable (current refunding). For an advance refunding, the proceeds from the sale of the refunding bonds are used to purchase taxable government securities, which are deposited in an escrow account. The escrow account is structured so that the principal and interest earned on the securities are sufficient to pay all principal, interest, and call premium, if any, on the outstanding bonds, up to and including the call date. For a current refunding bond, proceeds are immediately used to pay principal, interest and call premium, if any, on the outstanding bonds. The refunding bonds are secured by the same sources of taxes or revenue previously pledged to the payment of the outstanding bonds.

**Arbitrage.** The difference between interest cost and interest earnings.

**Business-type activities.** Functions of the County that are intended to recover all or a significant portion of their costs through user fees and charges. Examples of business-type activities of the County include Refuse, the Sonoma County Water Agency and Airport.

**Capitalized Interest.** A portion of the bond proceeds set aside to pay interest on the bonds for a specific period of time. During the construction phase of a project interest is commonly capitalized so that debt service does not begin until project completion.

**Certificates of Participation.** A method of structuring and distributing tax-exempt leases to investors by dividing the rental payments and lease into fractionalized interests or shares for individual sale to investors. The share is represented by a formal certificate, much like a bond. COPs can be placed privately or sold publicly. COPs generally are sold for large asset financing and tend to be used more for real property rather than personal property acquisitions.

**Continuing Disclosure Agreement.** The agreement by a municipal bond issuer to disseminate annual financial information and material event disclosures to the information repositories as defined by the Municipal Securities Rulemaking Board (MSRB).

**Coupon.** The interest rate stated on the bond when it is issued.

**Coupon Premiums.** A couponing structure where the yields on the bonds are lower than the stated interest rates. This structure is typically preferred by institutional investors.

**Coupon Discounts.** A couponing structure where the yields on the bonds are higher than the stated interest rates. This structure is typically preferred by retail investors.

**Debt Service.** The periodic payment of principal and interest on debt.

**Debt Service Reserve Fund.** A fund that is held in trust until bonds mature. The fund will be utilized in the event that an issuer cannot make debt service payments.

**Defeasance.** A provision that voids a bond or loan when the borrower sets aside cash or replacement bonds sufficient enough to service the remainder of the borrower's existing debt.

**Derivative.** A financial instrument whose value depends on the value of an underlying asset, an index or a reference rate. Examples are swaps and options.

**Direct Debt.** An obligation arising from the borrowing of money to be repaid over a period of time. If the money is borrowed over a multi-year period, the repayment will be subject to state and local constitutional provisions, statutes, and judicial and administrative determinations. Direct debt includes voter-approved general obligation bonds, pension obligation bonds, unfunded pension benefit obligations, tax-supported lease obligations, capital leases paid from governmental funds and internal service funds, special assessment debt with a contingent County obligation, and other tax-supported bonded obligations. Tax and revenue anticipation notes are not classified as direct debt.

**Escrow.** Money held by a third party on behalf of the other two parties in a transaction.

**Governmental-type activities.** Functions of the County that are principally supported by taxes and intergovernmental revenues. Examples of governmental activities of the County include general government, public protection, public ways and facilities and public assistance to name a few.

**Gross Funded.** Sizing the initial deposit into a fund in the total amount required. Interest earning will then be used for other purposes.

**Lease Debt.** Lease debt, or Lease Purchase Financing, represents long-term financing suitable for capital expenditures, including the acquisition or improvement of land and facilities. In California, tax-exempt leases with non-appropriation or abatement clauses are not considered debt under the Offner-Dean rule, though they act as debt in a financial sense. Examples of lease debt include lease revenue bonds, sale-leaseback arrangements, operating leases, and certificates of participation.

**Lease Revenue Bond.** A lease revenue bond (or a lease-backed revenue bond) is a bond which is repaid through regular lease payments from project revenues. General Fund revenues may also be used to make lease payments.

**Liquidity Facility.** A line of credit, letter of credit, standby purchase agreement or similar facility, issued by a commercial bank, insurance company, or other financial institution, and delivered or made available to the Trustee for a bond issue.

**Material Event.** Certain events affecting a municipal security (bond) as defined under a continuing disclosure agreement meeting the requirements of Rule 15c2-12. Material Events are specifically defined for each municipal bond offering in the Continuing Disclosure Agreement.

**Net Funded.** A fund whose initial deposit is less than the total amount required for all related projects. The fund's interest earning are then used to supplement the initial deposit.

**Optional Call.** Bonds that can be redeemed at the option of the issuer.

**Principal.** The amount borrowed or the amount still owed, separate from interest.

**Private Placement Providers.** Bond investors who purchase bonds directly from the issuer, a private placement or direct purchase. The alternative is a public placement where bonds are offered to the public and sold through an underwriter. Private Placement Providers are typically large banks, mutual funds, insurance companies and pension funds.

**Sale-leaseback.** An arrangement in which one party sells an asset to another party before leasing it back. The initial seller receives an infusion of cash from the sale of the asset but still retains its use. In many cases, the lease is structured to provide tax advantages to the original seller. This arrangement is frequently used so a party can finance capital expenditures or other programs with the equity in assets that they own.

**Senior Debt.** Senior Debt is repaid before Subordinate Debt.

**Subordinate Debt.** Subordinate Debt is repaid after Senior Debt.

**Surety Bond.** A form of bond insurance an issuer can purchase from a bond insurance company in lieu of maintaining cash in a reserve fund.

**Swaps.** Agreements made between two parties to exchange a stream of periodic payments. Swaps are used to minimize risks associated with unpredictable or fluctuating market factors.

**Underwriter.** A firm that buys securities (bonds) from an issuer and resells them to investors.

**Yield.** The effective rate of interest paid on a bond or note.



## 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:** Sonoma County Board of Supervisors

**Board Agenda Date:** February 7, 2017

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Linda Schiltgen, Deputy County Counsel  
(707) 565-2421

**Supervisorial District(s):**

All

**Title:** County of Sonoma Conflict of Interest Code Update

### **Recommended Actions:**

Adopt the resolution revising the Conflict of Interest Code for the County of Sonoma.

### **Executive Summary:**

This recommended action is to make revisions to the County of Sonoma's own Conflict of Interest Code to address changes to policy and staffing that impact positions' ability to affect government spending decisions. Pursuant to State law, every two years County departments review positions that are listed as having authority to impact spending and recommend changes. Those recommendations are consolidated in this item.

### **Discussion:**

State law requires that each local agency adopt a conflict of interest code identifying (1) those positions in which officers or employees make decisions affecting government spending ("designated employees"), and (2) the types of personal interests which could be affected by those decisions ("disclosure categories"). County departments each adopted their own codes when this law first went into effect in 1976. In 1991, these codes were consolidated into one code for the County of Sonoma.

State law requires that at the close of each even numbered year, each agency review its code and determine whether any changes should be made. In the fall of 2016, the Clerk of the Board contacted all Department Heads and requested that they review the list of designated employees that related to their department. Department Heads have suggested certain changes to reflect positions added, title and responsibility changes, and positions deleted. County Counsel had reviewed and approved these changes.

Specific revisions to each department's list of designated employees are as follows:

**County Administrator's Office:** Deleted the titles of positions that no longer exist, are no longer allocated in the department, or no longer make or participate in making governmental decisions (Administrative Analyst I/II/III, Principal Administrative Analyst, Community and Governmental Affairs Manager, Office Support Supervisor, and Boards of Supervisors Aide).

**Auditor/Controller/Tax Collector:** Included one position (Administrative Services Officer) because it may participate in decisions that affect government spending, revised the disclosure category of an existing position (Assistant Auditor-Controller), revised the title of an existing position (Tax Manager to Tax Collection Manager), and deleted the titles of positions that no longer exist, are no longer allocated in the department, or no longer make or participate in making governmental decisions (Assistant Treasurer Tax Collector and Payroll Manager).

**Health Services:** Added Special Projects Director to the list of Designated Positions because it may participate in decisions that affect government spending.

**Information Systems:** Revised the title of an existing position (Records Manager to Records and Information Manager) and deleted the titles of positions that no longer exist, are no longer allocated in the department or no longer participate in making governmental decisions (Assistant Communications Manager, Communications Manager and Reprographics Manager).

**Regional Parks:** Included positions (Department Program Manager, Recreation and Education Services Manager, Natural Resources Manager, and Accountant III) because they may participate in decisions that affect government spending, and deleted the titles of positions that no longer exist, are no longer allocated in the department, or no longer make or participate in making governmental decisions (Administrative Services Officer, Business Development Manager and Programs Manager).

**Human Resources:** Included one position (Human Resources Programs Manager) because it may participate in decisions that affect government spending, and deleted the titles of positions that no longer exist, are no longer allocated in the department, or no longer make or participate in making governmental decisions (Human Resources Manager and Risk Management Analyst I/II).

**Fire and Emergency Services:** Revised the title of an existing position (Assistant Chief-Hazmat/CUPA to Assistant Fire Marshall-Hazmat/CUPA).

**County Clerk/Recorder/Assessor/Registrar of Voters:** Included two positions (Department Information Systems Manager and Department Information Systems Coordinator) because they may participate in decisions that affect government spending, revised the titles of existing positions (Program Development Manager to Elections Manager and Department Accounting Manager to Administrative Services Officer/Accounting) and deleted title of position that no longer exists, is no longer allocated in the department or no longer participates in making governmental decisions (Department Analyst).

**General Services:** Included two positions that must be designated (Senior Capital Projects Manager and Business Systems Analyst) because they may participate in decisions that affect government spending, and deleted titles of positions that no longer exist, are no longer allocated in the department or no

longer participate in making governmental decisions (Associate Architect, Major Project Architect, and Business Development Manager).

**Economic Development Board:** Included three existing positions that must be designated (Director of Business Development & Innovation, Director of Creative Sonoma and Program Managers) because they may participate in decisions that affect government spending.

**Prior Board Actions:**

7-16-1991, Resolution No. 91-1226, Board adopted Conflict of Interest Code for the County of Sonoma. Since then, the Board has updated the list of designated positions every two years as required by state law.

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

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

**Fiscal Summary**

<b>Expenditures</b>	<b>FY 16-17 Adopted</b>	<b>FY 17-18 Projected</b>	<b>FY 18-19 Projected</b>
Budgeted Expenses			
Additional Appropriation Requested			
<b>Total Expenditures</b>			
<b>Funding Sources</b>			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
<b>Total Sources</b>			

**Narrative Explanation of Fiscal Impacts:**

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

<b>Staffing Impacts</b>			
<b>Position Title</b> (Payroll Classification)	<b>Monthly Salary Range</b> (A – I Step)	<b>Additions</b> (Number)	<b>Deletions</b> (Number)
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
<b>Attachments:</b>			
Attachment A: Conflict of Interest Resolution; Exhibit A: Disclosure Categories and File Schedules Exhibit B: Revised pages of County’s Designated Employees			
<b>Related Items “On File” with the Clerk of the Board:</b>			
Department material requesting changes to Code; appendixes A & B.			



# County of Sonoma

State of California

Date: February 7, 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 Conflict of Interest Code for the County of Sonoma**

**Whereas**, in Resolution No. 91-1227, as last amended by Resolution No. 13-0073, this Board adopted a Conflict of Interest Code for the County of Sonoma; and

**Whereas**, state law requires that each local agency periodically review and revise its code; and

**Whereas**, each County Department was requested to review employee designations and disclosure categories pertinent to the Department, and inform the Clerk of the Board and County Counsel of any necessary revisions; and

**Whereas**, County Counsel has reviewed all proposed changes and believes the Code amendments comply with state law;

**Now, Therefore, Be It Resolved** that Appendix "B" to the Conflict of Interest Code for the County of Sonoma is hereby amended, and is approved as attached hereto.

**Be It Further Resolved** that such changes shall become effective immediately and applicable to statements of economic interest due April 1, 2017; and that the Clerk of the Board is directed to send copies of this resolution and revised Appendix "B" to all department heads, the County Administrator, the County Counsel, and to place a copy of the revised Appendix on file in the Office of the Board of Supervisors with the Conflict of Interest Code for the County of Sonoma.

**Supervisors:**

Gorin:                      Rabbitt:                      Gore:                      Hopkins:                      Zane:

Ayes:                      Noes:                      Absent:                      Abstain:

**So Ordered.**

**Appendix B – Revised February 7, 2017**  
**Board of Supervisors/County Administrators’ Office**

<u>Designated Positions:</u>	<u>Disclosure Category:</u>
Assistant County Administrator	1
<del>Administrative Analyst I/II/III</del>	<del>1</del>
Deputy County Administrator	1
<del>Principal Administrative Analyst</del>	<del>1</del>
<del>Community and Governmental Affairs</del>	<del>1</del>
Chief Deputy Clerk of the Board	1
<del>Office Support Supervisors</del>	<del>1</del>
<del>Board of Supervisors Aide</del>	<del>1</del>
Board of Supervisors Staff Assistant	1
Consultants	**

\*\* Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the code subject to the following limitations:

The department head may determine in writing that a particular consultant, although a “Designated Position” is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the Consultant’s duties and, based upon that description, a statement of the extent of disclosure requirements. The department head’s determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

## Appendix B – Revised February 7, 2017 Auditor-Controller-Treasurer-Tax Collector

<u>Designated Positions:</u>	<u>Disclosure Category:</u>
Auditor-Controller-Treasurer-Tax Collector	1 (Statutory Filer)*
Assistant Auditor-Controller	<del>2</del> 1 (Statutory Filer)**
<del>Assistant Treasurer Tax Collector</del>	<del>1 (Statutory Filer)**</del>
Accounting Manager	3
<u>Administrative Services Officer</u>	<u>3</u>
Audit Manager	3
Investment & Debt Officer	1 (Statutory Filer)**
<del>Payroll Manager</del>	<del>3</del>
Tax <u>Collection</u> Manager	3
Treasury Manager	1 (Statutory Filer)**
Consultants	***

\* Original Form 700 filed with County Clerk and forwarded to FPPC per Government Code §87500(e)

\*\* Form 700 filed with the Auditor-Controller-Treasurer-Tax Collector's Office

\*\*\* Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the code subject to the following limitations:

The department head may determine in writing that a particular consultant, although a "Designated Position" is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the Consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The department head's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

## Appendix B – Revised February 7, 2017 Health Services

<u>Designated Positions:</u>	<u>Disclosure Category:</u>
Acute Forensics Section Manager	3, 6, 7
Administrative Services Officer II	3, 7
Adult, Youth and Family Services Section Manager	3, 6, 7
Substance Use Disorder and Recovery Services Section Manager	3, 6, 7
Assistant Director of Health Services	1
Business Development Manager	3, 7
Community Mental Health Section Manager	3, 6, 7
Department Administrative Services Director	1
Department Information Systems Manager	3
Deputy Public Health Officer	3, 6, 7
Director of Animal Care and Control	3
Director of Health Services	1
Director of Health Policy, Planning & Evaluation	1
EMS Coordinator	4, 7
EMS Specialist	4, 7
Environmental Health Program Manager	4
Environmental Health & Safety Section Manager	3, 6, 7
Family Health Section Manager	3, 6, 7
First 5 Sonoma Section Manager	3, 6, 7
Healthy Communities Section Manager	3, 6, 7
Health Services Division Director, Behavioral Health	3, 6, 7
Health Services Division Director, Public Health	3, 6, 7
Mental Health Medical Director	1
Public Health Laboratory Director	3, 4, 7
Health Officer	1
Regional EMS Manager	3, 4, 7
Sonoma County First Five Commissioners	1
<u>Special Projects Director</u>	<u>3, 6, 7</u>
Consultants	**

\*\* Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the code subject to the following limitations:

The department head may determine in writing that a particular consultant, although a “Designated Position” is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the Consultant’s duties and, based upon that description, a statement of the extent of disclosure requirements. The department head’s determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

## Appendix B – Revised February 7, 2017 Information Systems

<u>Designated Positions:</u>	<u>Disclosure Category:</u>
Information Systems Director	3
Administrative Services Officer	3
<del>Assistant Communications Manager</del>	<del>2</del>
<del>Communications Manager</del>	<del>2</del>
Information Systems Division Director	3
Information Systems Project Manager	3
Records and Information Manager	2
<del>Reprographics Manager</del>	<del>2</del>
Consultants	**

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The department head may determine in writing that a particular consultant, although a “Designated Position” is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the Consultant’s duties and, based upon that description, a statement of the extent of disclosure requirements. The department head’s determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

## Appendix B – Revised February 7, 2017 Regional Parks

<u>Designated Positions:</u>	<u>Disclosure Category:</u>
Director	1
Deputy Director	2, 5
<del>Administrative Services Officer</del>	<del>3</del>
Administrative Services Officer II	2, 5
<del>Business Development Manager</del>	<del>3</del>
Department Analyst	3
Park Manager	3
Park Planner II	3
Senior Park Planner	3
Park Planning Manager	2, 5
<del>Programs Manager</del>	<del>3</del>
<del>Department Program Manager</del>	<del>3</del>
<del>Recreation and Education Services Manager</del>	<del>3</del>
<del>Natural Resources Manager</del>	<del>3</del>
<del>Accountant III</del>	<del>3</del>
Consultants	**

\*\* Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the code subject to the following limitations:

The department head may determine in writing that a particular consultant, although a “Designated Position” is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the Consultant’s duties and, based upon that description, a statement of the extent of disclosure requirements. The department head’s determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

## Appendix B – Revised February 7, 2017 Human Resources

<u>Designated Positions:</u>	<u>Disclosure Category:</u>
Director	1
Assistant Director	2, 7
Civil Service Commissioners	8
Employee Relations Manager	7
<del>Human Resource Manager</del>	<del>7</del>
<u>Human Resources Programs Manager</u>	<u>2, 7</u>
Recruiting and Classifications Manager	2, 7
Equal Employment Opportunity Manager	2, 7
Risk Manager	2, 7
<del>Risk Manager Analyst I/II</del>	<del>2, 7</del>
Risk Management Analyst III	2, 7
Administrative Services Officer	2, 7
Department Analyst	2, 7
Training Manager	2, 7
Consultants	**

\* New position added to department allocation list

\*\* Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the code subject to the following limitations:

The department head may determine in writing that a particular consultant, although a “Designated Position” is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the Consultant’s duties and, based upon that description, a statement of the extent of disclosure requirements. The department head’s determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

## Appendix B – Revised February 7, 2017 Fire and Emergency Services

<u>Designated Positions:</u>	<u>Disclosure Category:</u>
County Fire Chief, Department Director	1
Emergency Manager	2
Assistant Fire Chief – Fire Marshal	2
Assistant Fire Chief – Training and Operations	2
Administrative Division Manager	2
Assistant <u>Fire Marshall</u> Chief Hazmat/CUPA	3
Captain, Training Officer	3
UASI Project Director	3
UASI Program Manager	3
Consultants	**

\*\* Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the code subject to the following limitations:

The department head may determine in writing that a particular consultant, although a “Designated Position” is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the Consultant’s duties and, based upon that description, a statement of the extent of disclosure requirements. The department head’s determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

**Appendix B – Revised February 7, 2017**  
**County Clerk/Recorder/Assessor/Registrar of Voters**

<u>Designated Positions:</u>	<u>Disclosure Category:</u>
County Clerk/Recorder/Assessor/Registrar of Voters	1
<del>Department Accounting Manager</del>	<del>1</del>
Administrative Services Officer	1
<del>Department Analyst</del>	<del>1</del>
Chief Deputy County Clerk	3
Chief Deputy Recorder	3, 5
Chief Deputy Assessor	3, 5
Department Information Systems Specialist	5
<u>Department Information Systems Coordinator</u>	<u>3</u>
<u>Department Information Systems Manager</u>	<u>1</u>
Chief of Assessment Standards	5
Appraiser I/II/III/IV	5
<u>Assessment Process Manager</u>	5
Auditor/Appraiser I/II	5
Chief Appraiser	5
Supervising Auditor-Appraiser	5
Chief Deputy Registrar of Voters	1
<del>Program Development Manager</del> <u>Elections Manager</u>	1
Consultants	**
Valuation Consultants	**

\*\* Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the code subject to the following limitations:  
The department head may determine in writing that a particular consultant, although a “Designated Position” is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the Consultant’s duties and, based upon that description, a statement of the extent of disclosure requirements. The department head’s determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

## Appendix B – Revised February 7, 2017 General Services

<u>Designated Positions:</u>	<u>Disclosure Category:</u>
Director	1
Deputy Director – General Services	1
Administrative Services Officer I	1
Administrative Services Officer II	1
<del>Associate Architect</del>	<del>2</del>
Capital Projects Manager	2
<del>Senior Capital Projects Manager</del>	<del>2</del>
Purchasing Agent	1
Assistant Purchasing Agent	2
Buyer	2
Fleet Manager	2
Assistant Fleet Manager	2
Real Estate Manager	2, 5
Maintenance Program Manager	2
Assistant Building Superintendent	2
Department Analyst	2
Sr. Project Specialist	2, 5
<del>Major Project Architect</del>	<del>2, 5</del>
Energy and Sustainability Manager	2
Assistant Real Estate Manager	2, 5
<del>Business Development Manager</del>	<del>2</del>
<del>Business Systems Analyst</del>	<del>2</del>
Department Program Manager	2
Consultants	**

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**Appendix B – Revised February 7, 2017**  
**Economic Development Board**

<u>Designated Positions:</u>	<u>Disclosure Category:</u>
Director	1
<u>Director of Business Development &amp; Innovation</u>	<u>2</u>
<u>Director of Creative Sonoma</u>	<u>2</u>
<u>Program Managers</u>	<u>2</u>
Consultants	**

\*\* Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the code subject to the following limitations:  
 The department head may determine in writing that a particular consultant, although a “Designated Position” is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the Consultant’s duties and, based upon that description, a statement of the extent of disclosure requirements. The department head’s determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

**Clean Copy of Appendix B – Revised February 7, 2017**

**Appendix B – Revised February 7, 2017**  
**Board of Supervisors/County Administrators’ Office**

**Designated Positions:****Disclosure Category:**

Assistant County Administrator	1
Deputy County Administrator	1
Chief Deputy Clerk of the Board	1
Board of Supervisors Staff Assistant	1
Consultants	**

\*\* Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the code subject to the following limitations:

The department head may determine in writing that a particular consultant, although a “Designated Position” is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the Consultant’s duties and, based upon that description, a statement of the extent of disclosure requirements. The department head’s determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

## Appendix B – Revised February 7, 2017 Auditor-Controller-Treasurer-Tax Collector

<u>Designated Positions:</u>	<u>Disclosure Category:</u>
Auditor-Controller-Treasurer-Tax Collector	1 (Statutory Filer)*
Assistant Auditor-Controller	1 (Statutory Filer)**
Accounting Manager	3
Administrative Services Officer	3
Audit Manager	3
Investment & Debt Officer	1 (Statutory Filer)**
Tax Collection Manager	3
Treasury Manager	1 (Statutory Filer)**
Consultants	***

\* Original Form 700 filed with County Clerk and forwarded to FPPC per Government Code §87500(e)

\*\* Form 700 filed with the Auditor-Controller-Treasurer-Tax Collector's Office

\*\*\* Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the code subject to the following limitations:

The department head may determine in writing that a particular consultant, although a "Designated Position" is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the Consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The department head's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

## Appendix B – Revised February 7, 2017 Health Services

<u>Designated Positions:</u>	<u>Disclosure Category:</u>
Acute Forensics Section Manager	3, 6, 7
Administrative Services Officer II	3, 7
Adult, Youth and Family Services Section Manager	3, 6, 7
Substance Use Disorder and Recovery Services Section Manager	3, 6, 7
Assistant Director of Health Services	1
Business Development Manager	3, 7
Community Mental Health Section Manager	3, 6, 7
Department Administrative Services Director	1
Department Information Systems Manager	3
Deputy Public Health Officer	3, 6, 7
Director of Animal Care and Control	3
Director of Health Services	1
Director of Health Policy, Planning & Evaluation	1
EMS Coordinator	4, 7
EMS Specialist	4, 7
Environmental Health Program Manager	4
Environmental Health & Safety Section Manager	3, 6, 7
Family Health Section Manager	3, 6, 7
First 5 Sonoma Section Manager	3, 6, 7
Healthy Communities Section Manager	3, 6, 7
Health Services Division Director, Behavioral Health	3, 6, 7
Health Services Division Director, Public Health	3, 6, 7
Mental Health Medical Director	1
Public Health Laboratory Director	3, 4, 7
Health Officer	1
Regional EMS Manager	3, 4, 7
Sonoma County First Five Commissioners	1
Special Projects Director	3, 6, 7
Consultants	**

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## Appendix B – Revised February 7, 2017 Information Systems

<u>Designated Positions:</u>	<u>Disclosure Category:</u>
Information Systems Director	3
Administrative Services Officer	3
Information Systems Division Director	3
Information Systems Project Manager	3
Records and Information Manager	2
Consultants	**

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## Appendix B – Revised February 7, 2017 Regional Parks

<u>Designated Positions:</u>	<u>Disclosure Category:</u>
Director	1
Deputy Director	2, 5
Administrative Services Officer II	2, 5
Department Analyst	3
Park Manager	3
Park Planner II	3
Senior Park Planner	3
Park Planning Manager	2, 5
Department Program Manager	3
Recreation and Education Services Manager	3
Natural Resources Manager	3
Accountant III	3
Consultants	**

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## Appendix B – Revised February 7, 2017 Human Resources

<u>Designated Positions:</u>	<u>Disclosure Category:</u>
Director	1
Assistant Director	2, 7
Civil Service Commissioners	8
Employee Relations Manager	7
Human Resources Programs Manager	2, 7
Recruiting and Classifications Manager	2, 7
Equal Employment Opportunity Manager	2, 7
Risk Manager	2, 7
Risk Management Analyst III	2, 7
Administrative Services Officer	2, 7
Department Analyst	2, 7
Training Manager	2, 7
Consultants	**

\* New position added to department allocation list

\*\* Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the code subject to the following limitations:

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## Appendix B – Revised February 7, 2017 Fire and Emergency Services

<u>Designated Positions:</u>	<u>Disclosure Category:</u>
County Fire Chief, Department Director	1
Emergency Manager	2
Assistant Fire Chief – Fire Marshal	2
Assistant Fire Chief – Training and Operations	2
Administrative Division Manager	2
Assistant Fire Marshall Hazmat/CUPA	3
Captain, Training Officer	3
UASI Project Director	3
UASI Program Manager	3
Consultants	**

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The department head may determine in writing that a particular consultant, although a “Designated Position” is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the Consultant’s duties and, based upon that description, a statement of the extent of disclosure requirements. The department head’s determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

**Appendix B – Revised February 7, 2017**  
**County Clerk/Recorder/Assessor/Registrar of Voters**

<u>Designated Positions:</u>	<u>Disclosure Category:</u>
County Clerk/Recorder/Assessor/Registrar of Voters	1
Administrative Services Officer	1
Chief Deputy County Clerk	3
Chief Deputy Recorder	3, 5
Chief Deputy Assessor	3, 5
Department Information Systems Specialist	5
Department Information Systems Coordinator	3
Department Information Systems Manager	1
Chief of Assessment Standards	5
Appraiser I/II/III/IV	5
Assessment Process Manager	5
Auditor/Appraiser I/II	5
Chief Appraiser	5
Supervising Auditor-Appraiser	5
Chief Deputy Registrar of Voters	1
Elections Manager	1
Consultants	**
Valuation Consultants	**

\*\* Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the code subject to the following limitations: The department head may determine in writing that a particular consultant, although a “Designated Position” is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the Consultant’s duties and, based upon that description, a statement of the extent of disclosure requirements. The department head’s determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

## Appendix B – Revised February 7, 2017 General Services

<u>Designated Positions:</u>	<u>Disclosure Category:</u>
Director	1
Deputy Director – General Services	1
Administrative Services Officer I	1
Administrative Services Officer II	1
Capital Projects Manager	2
Senior Capital Projects Manager	2
Purchasing Agent	1
Assistant Purchasing Agent	2
Buyer	2
Fleet Manager	2
Assistant Fleet Manager	2
Real Estate Manager	2, 5
Maintenance Program Manager	2
Assistant Building Superintendent	2
Department Analyst	2
Sr. Project Specialist	2, 5
Energy and Sustainability Manager	2
Assistant Real Estate Manager	2, 5
Business Systems Analyst	2
Department Program Manager	2
Consultants	**

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**Appendix B – Revised February 7, 2017**  
**Economic Development Board**

<u>Designated Positions:</u>	<u>Disclosure Category:</u>
Director	1
Director of Business Development & Innovation	2
Director of Creative Sonoma	2
Program Managers	2
Consultants	**

\*\* Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the code subject to the following limitations:  
 The department head may determine in writing that a particular consultant, although a “Designated Position” is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the Consultant’s duties and, based upon that description, a statement of the extent of disclosure requirements. The department head’s determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

## APPENDIX A

DISCLOSURE CATEGORIES	FILE SCHEDULES
1. All sources of <b>income*</b> , gifts, <b>investments*</b> and <b>business positions</b> in business entities, and all interests in <b>real property**</b> . (Persons designated to report in this category shall complete all schedules.)	ALL SCHEDULES
2. <b>Investments*</b> and <b>business positions</b> in business entities, gifts* and <b>income*</b> from sources which provide services, supplies, materials, machinery or equipment of the type provided by or utilized by the county.	A1 A2 C E
3. <b>Investments*</b> and <b>business positions</b> in business entities, gifts and <b>income</b> from sources, which provide services, supplies, materials, machinery or equipment of the type utilized by or provided by the employee's department or division.	A1 A2 C E
4. Sources of gifts and <b>income*</b> from, and <b>investments*</b> and <b>business positions</b> in, business entities which are subject to the regulatory, permit or licensing authority of the employee's department.	A1 A2 C E
5. Sources of gifts and <b>income*</b> from, and <b>investments*</b> and <b>business positions</b> in, business entities, which engage in land development, construction or the acquisition or sale of <b>real property**</b> ; and all interests in <b>real property**</b> .	ALL SCHEDULES
6. All sources of gifts and <b>income*</b> from providing mental health or counseling services; and <b>investments*</b> and <b>business positions</b> in business entities which provide mental health or counseling services.	A1 A2 C E
7. <b>Investments*</b> and <b>business positions</b> in business entities and gifts and <b>income*</b> from sources which provide medical services, including but not limited to privately owned hospitals, medical clinics, laboratories, pharmacies and ambulance companies; and  <b>Investments*</b> and <b>business positions</b> in business entities and gifts and <b>income*</b> from sources which manufacture, sell or distribute medical equipment or services of the type leased or loaned by the county to ambulance services, medical services such as police, sheriff and fire rescue units, trauma centers and emergency rooms;  <b>Investments*</b> and <b>business positions</b> in business entities and gifts and <b>income*</b> from sources of the type providing training for persons engaged in medical service programs.	A1 A2 C E
8. Gifts and <b>Income*</b> from individuals who are county employees, or who appear before the Civil Service Commission as an employee's representative.	C E
9. <b>Investments*</b> and <b>business positions</b> in business entities and gifts and <b>income*</b> from sources which provide transportation services subject to the review or approval of the Transportation and Public Works Department and all interests in <b>real property**</b> .  9 (a) <b>Investments</b> , positions in business entities, and gifts and <b>income</b> from wineries, hotels, motels, restaurants, providers of entertainment, and other business entities of the type whose goods or services are used or purchased by tourists or to promote tourism; (b) any <b>investments</b> in, <b>income</b> and gifts from, or <b>business positions</b> in any entity that supplies goods or services to the Sonoma County Tourism Program; and (c) <b>gifts</b> of over \$50 from anyone with an interest in or who receives income from any industry listed in (a) or (b) above.	A1 A2 B C  A1 A2 C D E
10(a) <b>Investments</b> , <b>business positions</b> in business entities, and <b>income</b> from sources which manufacture, sell, or distribute goods or services to the entertainment industry, including the movie industry, television industry, or advertisement industry; (b) any <b>investments</b> in, <b>income</b> from, or <b>business positions</b> in any entity which produces movies, television shows, or advertisements; (c) any <b>investments</b> in, <b>income</b> from, or <b>business positions</b> in any entity that supplies goods or services to the Sonoma County Film Office; and (d) <b>gifts</b> of over \$50 from anyone with an interest in or who receives income from any industry listed in (a), (b), or (c) above.	A1 A2 C D E

\* Only investments in and sources of income and gifts from business entities, and sources of income, which do business in Sonoma County, plan to do business in Sonoma County, or have done business in Sonoma County within the past two years should be reported. In addition to other activities, a business entity is doing business within Sonoma County if it owns **real property** within the County.

\*\* Interests in real property which is located in whole or in part within or not more than two miles outside the boundaries of Sonoma County or within two miles of any land owned or used by Sonoma County, or investments in business entities, which buy and sell real property in Sonoma County.

<b><u>CATEGORY</u></b>	<b><u>SCHEDULES</u></b>
Business Positions	A2, C
Commission Income	A2, C
Gifts received by family members	D (Disclosure may not be required)
Gifts received from family members	D (Disclosure not required, see Schedule D)
Income to my business	A2
Individual Retirement Account	A1, B
Investments	A1, A2
Loans made to others	C (Disclosure not required, but report repayments on Schedule C)
Loans received	B, C
Loans to my business	A2
Owning a business or partnership	A1, A2
Real estate holdings	B (A2 if held by business entity/trust)
Rental income	B, C
Rental property	B (A2 if held by a business entity/trust)
Sale of home/automobile/boat	C
Sole proprietorship	A2
Spouse or registered domestic partner's income	A2, C
Stock holdings	A1, A2
Tickets and passes	D
Travel reimbursements or payments	E
Trusts	A2



# County of Sonoma

## State of California

Date: February 7, 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 Conflict of Interest Code for the County of Sonoma

**Whereas**, in Resolution No. 91-1227, as last amended by Resolution No. 13-0073, this Board adopted a Conflict of Interest Code for the County of Sonoma; and

**Whereas**, state law requires that each local agency periodically review and revise its code; and

**Whereas**, each County Department was requested to review employee designations and disclosure categories pertinent to the Department, and inform the Clerk of the Board and County Counsel of any necessary revisions; and

**Whereas**, County Counsel has reviewed all proposed changes and believes the Code amendments comply with state law;

**Now, Therefore, Be It Resolved** that Appendix "B" to the Conflict of Interest Code for the County of Sonoma is hereby amended, and is approved as attached hereto.

**Be It Further Resolved** that such changes shall become effective immediately and applicable to statements of economic interest due April 1, 2017; and that the Clerk of the Board is directed to send copies of this resolution and revised Appendix "B" to all department heads, the County Administrator, the County Counsel, and to place a copy of the revised Appendix on file in the Office of the Board of Supervisors with the Conflict of Interest Code for the County of Sonoma.

#### 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: 6**  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Directors and Board of Supervisors

**Board Agenda Date:** February 7, 2017

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Linda Schiltgen, Deputy County Counsel  
(707) 565-2421

**Supervisorial District(s):**

All

**Title:** Conflict of Interest Code Amendments

### **Recommended Actions:**

Acting as the Board of Directors of the Sonoma County Agricultural Preservation and Open Space District, adopt a resolution approving the amendment to the Conflict of Interest Code.

Acting as the Board of Supervisors and the code reviewing body, adopt resolutions approving conflict of interest code amendments for the Bennett Valley Union School District; Bodega Bay Public Utility District; Cazadero Community Services District; Cloverdale Unified School District; Gold Ridge Resource Conservation District; Mark West Springs Union School District; Monte Rio Union School District; North Sonoma County Healthcare District; Old Adobe Union School District; Russian River Recreation and Park District; Santa Rosa City Schools; Sonoma County Agricultural Preservation and Open Space District; Sonoma County Employees' Retirement Association; Sonoma County Fair and Exposition, Inc.; Sonoma County Library; Sonoma County Regional Climate Protection Authority; Sonoma County Transportation Authority; Sonoma County Waste Management Agency; Sonoma Resource Conservation District; Sonoma Valley Health Care District; Valley of the Moon Fire Protection District; Waugh School District; West Sonoma County Union High School; Wilmar Union Elementary School District; Windsor Unified School District; and Wright Elementary School.

### **CExecutive Summary:**

These recommended actions are to make revisions to the Conflict of Interest Codes of various entities to address changes to policy and staffing that impact positions' ability to affect government spending decisions. Pursuant to State law, every two years these entities in the County of Sonoma request revisions to their conflict of interest codes and designated employee list, and now ask the Board of Supervisors to review and approve the present revisions as the "code reviewing body" pursuant to state law.

**Discussion:**

***Board of Directors***

State law requires that each local agency adopt a conflict of interest code identifying 1) those positions in which officers or employees make decision affecting government spending (“designated employee”), and 2) the types of personal interests which could be affected by those decisions (“disclosure categories”). The specific revision to the list of designated employees is as follows: Revised the title of an existing position (OSD Community Relations Manager to OSD Community Relations Specialist).

***Board of Supervisors***

Once local jurisdictions approve their updated conflict of interest codes, they submit them to the Board of Supervisors for approval as the “code reviewing body” for all jurisdictions, except cities, within the County. This board item involves the standard biannual review of conflict of interest code amendments. State law requires that at the close of each even numbered year each agency review its code and determine whether any changes should be made. Amended and newly adopted codes must then be reviewed and approved by the Board of Supervisors, as the code reviewing body for the local agencies. A number of agencies and districts in the County have amended their codes to update position titles, and add or delete positions, or remove employees from the designated employee list who no longer participate in the making of governmental decisions.

County Counsel has reviewed these changes, and the codes as submitted appear to comply with the requirements of the Political Reform Act. The agencies have been notified that the Board would consider this matter today, and they were requested to notify district employees of their right to be heard on proposed amendments. No one has requested an opportunity to appear.

**Prior Board Actions:**

Biannually, last on January 27, 2015: Approved Conflict of Interest Code amendments for various agencies.

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

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

<b>Fiscal Summary</b>			
<b>Expenditures</b>	<b>FY 16-17 Adopted</b>	<b>FY 17-18 Projected</b>	<b>FY 18-19 Projected</b>
Budgeted Expenses			
Additional Appropriation Requested			
<b>Total Expenditures</b>			
<b>Funding Sources</b>			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
<b>Total Sources</b>			
<b>Narrative Explanation of Fiscal Impacts:</b>			
No fiscal impacts.			
<b>Staffing Impacts</b>			
<b>Position Title (Payroll Classification)</b>	<b>Monthly Salary Range (A – I Step)</b>	<b>Additions (Number)</b>	<b>Deletions (Number)</b>
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
<b>Attachments:</b>			
Attachment A: Resolution of the Board of Directors approving the Conflict of Interest Code for the Sonoma County Agricultural Preservation and Open Space District Attachment B: Resolutions of the Board of Supervisors approving the Conflict of Interest Codes for the Non-County entities			
<b>Related Items “On File” with the Clerk of the Board:</b>			
Amended Conflict of Interest Codes Submitted by the Agencies for Approval by the Code Reviewing Body			

# Sonoma County Agricultural Preservation & Open Space District

Date: February 7, 2017

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

4/5 Vote Required

## Resolution of the Board of Directors of the Sonoma County Agricultural Preservation & Open Space District Amending its Conflict of Interest Code

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

**Whereas**, state law requires that every two years agencies review their conflict of interest codes and make such changes as are necessary to keep the codes current; and

**Whereas**, the Sonoma County Agricultural Preservation & Open Space District has reviewed its code and determined that Appendix A should be amended as attached hereto; and

**Whereas**, employees subject to the revised code have been notified of this change and of their right to be heard concerning the amendment and approval of this code, and have raised no objection to the code being amended and approved as adopted;

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

**Now, Therefore, Be It Resolved** Appendix A to the Sonoma County Agricultural Preservation & Open Space District Conflict of Interest Code is hereby amended as attached. The Clerk is directed to send a copy of this resolution to the District and County Counsel.

**Supervisors:**

Gorin:                      Rabbitt:                      Gore:                      Hopkins:                      Zane:

Ayes:                                      Noes:                                      Absent:                                      Abstain:

**So Ordered.**

## Appendix A -- Revised February 7, 2017

### Sonoma County Agricultural Preservation & Open Space District

#### Designated Positions:

#### Disclosure Category:

Directors	1, 2
District Counsel	1, 2
OSD General Manager	1, 2
OSD Program Manager	1, 2
OSD Administrative & Fiscal Services Manager	1, 2
OSD Community Relations <del>Manager</del> <u>Specialist</u>	1, 2
OSD Associate Planner	1, 2
OSD Stewardship Coordinator	1, 2
OSD Land Acquisition Specialist	1, 2
OSD Assistant Planner	1, 2
OSD Technician	1, 2
OSD Conservation GIS Analyst	1, 2
OSD Acquisition Assistant	1, 2
OSD Fiscal Oversight Commissioners	1, 2
Consultants	**

\*\* Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the code subject to the following limitations:

The department head may determine in writing that a particular consultant, although a "Designated Position" is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the Consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The department head's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

**Clean Copy of the Resolution**

## Appendix A -- Revised February 7, 2017

### Sonoma County Agricultural Preservation & Open Space District

**Designated Positions:**

**Disclosure Category:**

Directors	1, 2
District Counsel	1, 2
OSD General Manager	1, 2
OSD Program Manager	1, 2
OSD Administrative & Fiscal Services Manager	1, 2
OSD Community Relations Specialist	1, 2
OSD Associate Planner	1, 2
OSD Stewardship Coordinator	1, 2
OSD Land Acquisition Specialist	1, 2
OSD Assistant Planner	1, 2
OSD Technician	1, 2
OSD Conservation GIS Analyst	1, 2
OSD Acquisition Assistant	1, 2
OSD Fiscal Oversight Commissioners	1, 2
Consultants	**

\*\* Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the code subject to the following limitations:

The department head may determine in writing that a particular consultant, although a "Designated Position" is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the Consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The department head's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.



County of Sonoma  
State of California

Date: February 7, 2017

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

4/5 Vote Required

**Resolution of the Board of Supervisors of the County of Sonoma, State of California,  
Approving Amendments to the Conflict of Interest Code for the Bennett Valley Union School  
District**

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

**Whereas**, state law requires that every two years agencies review their conflict of interest codes and make such changes as are necessary to keep the codes current; and

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

**Whereas**, the Bennett Valley Union School District has proposed an amendment to update its code to add positions where employees participate in decisions that affect financial interests;

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

**Now, Therefore, Be It Resolved** that the conflict of interest code of the Bennett Valley Union School District is approved as amended. The Clerk is directed to send a copy of this resolution to the District and County Counsel.

**Supervisors:**

Gorin:                      Rabbitt:                      Gore:                      Hopkins:                      Zane:

Ayes:                      Noes:                      Absent:                      Abstain:

**So Ordered.**



County of Sonoma  
State of California

Date: February 7, 2017

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

4/5 Vote Required

**Resolution of the Board of Supervisors of the County of Sonoma, State of California,  
Approving Amendments to the Conflict of Interest Code for the Bodega Bay Public Utility  
District**

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

**Whereas**, state law requires that every two years agencies review their conflict of interest codes and make such changes as are necessary to keep the codes current; and

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

**Whereas**, the Bodega Bay Public Utility District has proposed an amendment to update its code to add the General Manager to the list of positions that manage public investments;

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

**Now, Therefore, Be It Resolved** that the conflict of interest code of the Bodega Bay Public Utility District is approved as amended. The Clerk is directed to send a copy of this resolution to the District and County Counsel.

**Supervisors:**

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**



County of Sonoma  
State of California

Date: February 7, 2017

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

4/5 Vote Required

**Resolution of the Board of Supervisors of the County of Sonoma, State of California,  
Approving Amendments to the Conflict of Interest Code for the Cazadero Community Services  
District**

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

**Whereas**, state law requires that every two years agencies review their conflict of interest codes and make such changes as are necessary to keep the codes current; and

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

**Whereas**, the Cazadero Community Services District has proposed amendments to update its code to modify job titles and delete positions where employees participate in decisions that affect financial interests;

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

**Now, Therefore, Be It Resolved** that the conflict of interest code of the Cazadero Community Services District is approved as amended. The Clerk is directed to send a copy of this resolution to the District and County Counsel.

**Supervisors:**

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**



County of Sonoma  
State of California

Date: February 7, 2017

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

4/5 Vote Required

**Resolution of the Board of Supervisors of the County of Sonoma, State of California,  
Approving Amendments to the Conflict of Interest Code for the Cloverdale Unified School  
District**

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

**Whereas**, state law requires that every two years agencies review their conflict of interest codes and make such changes as are necessary to keep the codes current; and

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

**Whereas**, the Cloverdale Unified School District has proposed an amendment to update its code to include new positions, revise disclosure categories, delete titles of positions that no longer exist and to revise the job title of an existing position where employees participate in decisions that affect financial interests;

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

**Now, Therefore, Be It Resolved** that the conflict of interest code of the Cloverdale Unified School District is approved as amended. The Clerk is directed to send a copy of this resolution to the District and County Counsel.

**Supervisors:**

Gorin:                      Rabbit:                      Gore:                      Hopkins:                      Zane:

Ayes:                      Noes:                      Absent:                      Abstain:

**So Ordered.**



County of Sonoma  
State of California

Date: February 7, 2017

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

4/5 Vote Required

**Resolution of the Board of Supervisors of the County of Sonoma, State of California,  
Approving Amendments to the Conflict of Interest Code for the Gold Ridge Resource  
Conservation District**

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

**Whereas**, state law requires that every two years agencies review their conflict of interest codes and make such changes as are necessary to keep the codes current; and

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

**Whereas**, the Gold Ridge Resource Conservation District has proposed an amendment to update its code to add job positions where employees participate in decisions that affect financial interest;

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

**Now, Therefore, Be It Resolved** that the conflict of interest code of the Gold Ridge Resource Conservation District is approved as amended. The Clerk is directed to send a copy of this resolution to the District and County Counsel.

**Supervisors:**

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**



County of Sonoma  
State of California

Date: February 7, 2017

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

4/5 Vote Required

**Resolution of the Board of Supervisors of the County of Sonoma, State of California,  
Approving Amendments to the Conflict of Interest Code for the Mark West Springs Union  
School District**

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

**Whereas**, state law requires that every two years agencies review their conflict of interest codes and make such changes as are necessary to keep the codes current; and

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

**Whereas**, the Mark West Springs Union School District has proposed amendments to its code to add positions where employees participate in decisions that affect financial interests;

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

**Now, Therefore, Be It Resolved** that the conflict of interest code of the Mark West Springs Union School District is approved as amended. The Clerk is directed to send a copy of this resolution to the District and County Counsel.

**Supervisors:**

Gorin:                      Rabbit:                      Gore:                      Hopkins:                      Zane:

Ayes:                      Noes:                      Absent:                      Abstain:

**So Ordered.**



County of Sonoma  
State of California

Date: February 7, 2017

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

4/5 Vote Required

**Resolution of the Board of Supervisors of the County of Sonoma, State of California,  
Approving Amendments to the Conflict of Interest Code for the Monte Rio Union School  
District**

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

**Whereas**, state law requires that every two years agencies review their conflict of interest codes and make such changes as are necessary to keep the codes current; and

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

**Whereas**, the Monte Rio Union School District has proposed an amendment to update its code to reflect current laws;

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

**Now, Therefore, Be It Resolved** that the conflict of interest code of the Monte Rio Union School District is approved as amended. The Clerk is directed to send a copy of this resolution to the District and County Counsel.

**Supervisors:**

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**



County of Sonoma  
State of California

Date: February 7, 2017

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

4/5 Vote Required

**Resolution of the Board of Supervisors of the County of Sonoma, State of California,  
Approving Amendments to the Conflict of Interest Code for the North Sonoma County  
Healthcare District**

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

**Whereas**, state law requires that every two years agencies review their conflict of interest codes and make such changes as are necessary to keep the codes current; and

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

**Whereas**, the North Sonoma County Healthcare District has proposed amendments to update its code to add job positions and modify current job titles where employees participate in decisions that affect financial interest;

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

**Now, Therefore, Be It Resolved** that the conflict of interest code of the North Sonoma County Healthcare District is approved as amended. The Clerk is directed to send a copy of this resolution to the District and County Counsel.

**Supervisors:**

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**



County of Sonoma  
State of California

Date: February 7, 2017

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

4/5 Vote Required

**Resolution of the Board of Supervisors of the County of Sonoma, State of California,  
Approving Amendments to the Conflict of Interest Code for the Old Adobe Union School  
District**

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

**Whereas**, state law requires that every two years agencies review their conflict of interest codes and make such changes as are necessary to keep the codes current; and

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

**Whereas**, the Old Adobe Union School District has proposed amendments to update its code to modify current job titles and delete positions where employees participate in decisions that affect financial interest;

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

**Now, Therefore, Be It Resolved** that the conflict of interest code of the Old Adobe Union School District is approved as amended. The Clerk is directed to send a copy of this resolution to the District and County Counsel.

**Supervisors:**

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**



County of Sonoma  
State of California

Date: February 7, 2017

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

4/5 Vote Required

**Resolution of the Board of Supervisors of the County of Sonoma, State of California,  
Approving Amendments to the Conflict of Interest Code for the Russian River Recreation and  
Park District**

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

**Whereas**, state law requires that every two years agencies review their conflict of interest codes and make such changes as are necessary to keep the codes current; and

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

**Whereas**, the Russian River Recreation and Park District has proposed an amendment to update its code to reflect current laws;

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

**Now, Therefore, Be It Resolved** that the conflict of interest code of the Russian River Recreation and Park District is approved as amended. The Clerk is directed to send a copy of this resolution to the District and County Counsel.

**Supervisors:**

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**



County of Sonoma  
State of California

Date: February 7, 2017

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

4/5 Vote Required

**Resolution of the Board of Supervisors of the County of Sonoma, State of California,  
Approving Amendments to the Conflict of Interest Code for the Santa Rosa City Schools**

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

**Whereas**, state law requires that every two years agencies review their conflict of interest codes and make such changes as are necessary to keep the codes current; and

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

**Whereas**, the Santa Rosa City Schools has proposed amendments to update its code to add positions and modify job titles where employees participate in decisions that affect financial interests;

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

**Now, Therefore, Be It Resolved** that the conflict of interest code of the Santa Rosa City Schools is approved as amended. The Clerk is directed to send a copy of this resolution to the District and County Counsel.

**Supervisors:**

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**



County of Sonoma  
State of California

Date: February 7, 2017

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

4/5 Vote Required

**Resolution of the Board of Supervisors of the County of Sonoma, State of California,  
Approving Amendments to the Conflict of Interest Code for the Sonoma County Agricultural  
Preservation and Open Space District**

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

**Whereas**, state law requires that every two years agencies review their conflict of interest codes and make such changes as are necessary to keep the codes current; and

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

**Whereas**, the Sonoma County Agricultural Preservation and Open Space District has proposed an amendment to its code to modify the job title of an employee who participates in decisions that affect financial interests;

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

**Now, Therefore, Be It Resolved** that the conflict of interest code of the Sonoma County Agricultural Preservation and Open Space District is approved as amended. The Clerk is directed to send a copy of this resolution to the District and County Counsel.

**Supervisors:**

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**



County of Sonoma  
State of California

Date: February 7, 2017

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

4/5 Vote Required

**Resolution of the Board of Supervisors of the County of Sonoma, State of California,  
Approving Amendments to the Conflict of Interest Code for the Sonoma County Employees'  
Retirement Association**

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

**Whereas**, state law requires that every two years agencies review their conflict of interest codes and make such changes as are necessary to keep the codes current; and

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

**Whereas**, the Sonoma County Employees' Retirement Association has proposed an amendment to update its code to add positions where employees participate in decisions that affect financial interests;

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

**Now, Therefore, Be It Resolved** that the conflict of interest code of the Sonoma County Employees' Retirement Association is approved as amended. The Clerk is directed to send a copy of this resolution to the District and County Counsel.

**Supervisors:**

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**



County of Sonoma  
State of California

Date: February 7, 2017

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

4/5 Vote Required

**Resolution of the Board of Supervisors of the County of Sonoma, State of California,  
Approving Amendments to the Conflict of Interest Code for the Sonoma County Fair &  
Exposition, Inc.**

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

**Whereas**, state law requires that every two years agencies review their conflict of interest codes and make such changes as are necessary to keep the codes current; and

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

**Whereas**, the Sonoma County Fair & Exposition, Inc. has proposed amendments to its code to modify job titles where employees participate in decisions that affect financial interests;

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

**Now, Therefore, Be It Resolved** that the conflict of interest code of the Sonoma County Fair & Exposition, Inc. is approved as amended. The Clerk is directed to send a copy of this resolution to the District and County Counsel.

**Supervisors:**

Gorin:

Rabbit:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**



County of Sonoma  
State of California

Date: February 7, 2017

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

4/5 Vote Required

**Resolution of the Board of Supervisors of the County of Sonoma, State of California,  
Approving Amendments to the Conflict of Interest Code for the Sonoma County Library**

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

**Whereas**, state law requires that every two years agencies review their conflict of interest codes and make such changes as are necessary to keep the codes current; and

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

**Whereas**, the Sonoma County Library has proposed amendments to update its code to add positions and delete positions where employees participate in decisions that affect financial interests;

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

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

**Supervisors:**

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**



County of Sonoma  
State of California

Date: February 7, 2017

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

4/5 Vote Required

**Resolution of the Board of Supervisors of the County of Sonoma, State of California,  
Approving Amendments to the Conflict of Interest Code for the Sonoma County Regional  
Climate Protection Authority**

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

**Whereas**, state law requires that every two years agencies review their conflict of interest codes and make such changes as are necessary to keep the codes current; and

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

**Whereas**, the Sonoma County Regional Climate Protection Authority has proposed an amendment to its code to revise disclosure categories where employees participate in decisions that affect financial interests;

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

**Now, Therefore, Be It Resolved** that the conflict of interest code of the Sonoma County Regional Climate Protection Authority is approved as amended. The Clerk is directed to send a copy of this resolution to the District and County Counsel.

**Supervisors:**

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**



County of Sonoma  
State of California

Date: February 7, 2017

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

4/5 Vote Required

**Resolution of the Board of Supervisors of the County of Sonoma, State of California,  
Approving Amendments to the Conflict of Interest Code for the Sonoma County  
Transportation Authority**

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

**Whereas**, state law requires that every two years agencies review their conflict of interest codes and make such changes as are necessary to keep the codes current; and

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

**Whereas**, the Sonoma County Transportation Authority has proposed amendments to update its code to modify job titles and delete positions where employees participate in decisions that affect governmental decisions;

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

**Now, Therefore, Be It Resolved** that the conflict of interest code of the Sonoma County Transportation Agency is approved as amended. The Clerk is directed to send a copy of this resolution to the District and County Counsel.

**Supervisors:**

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**



County of Sonoma  
State of California

Date: February 7, 2017

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

4/5 Vote Required

**Resolution of the Board of Supervisors of the County of Sonoma, State of California,  
Approving Amendments to the Conflict of Interest Code for the Sonoma County Waste  
Management Agency**

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

**Whereas**, state law requires that every two years agencies review their conflict of interest codes and make such changes as are necessary to keep the codes current; and

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

**Whereas**, the Sonoma County Waste Management Agency has proposed an amendment to its code to modify job titles where employees participate in decisions that affect financial interests;

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

**Now, Therefore, Be It Resolved** that the conflict of interest code of the Sonoma County Waste Management Agency is approved as amended. The Clerk is directed to send a copy of this resolution to the District and County Counsel.

**Supervisors:**

Gorin:                      Rabbitt:                      Gore:                      Hopkins:                      Zane:

Ayes:                      Noes:                      Absent:                      Abstain:

**So Ordered.**



County of Sonoma  
State of California

Date: February 7, 2017

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

4/5 Vote Required

**Resolution of the Board of Supervisors of the County of Sonoma, State of California,  
Approving Amendments to the Conflict of Interest Code for the Sonoma Resource  
Conservation District**

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

**Whereas**, state law requires that every two years agencies review their conflict of interest codes and make such changes as are necessary to keep the codes current; and

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

**Whereas**, the Sonoma Resource Conservation District has proposed amendments to update its code to add positions, modify job titles, and revise disclosure categories where employees participate in decisions that affect financial interests;

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

**Now, Therefore, Be It Resolved** that the conflict of interest code of the Sonoma Resource Conservation District is approved as amended. The Clerk is directed to send a copy of this resolution to the District and County Counsel.

**Supervisors:**

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**



County of Sonoma  
State of California

Date: February 7, 2017

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

4/5 Vote Required

**Resolution of the Board of Supervisors of the County of Sonoma, State of California,  
Approving Amendments to the Conflict of Interest Code for the Sonoma Valley Health Care  
District**

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

**Whereas**, state law requires that every two years agencies review their conflict of interest codes and make such changes as are necessary to keep the codes current; and

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

**Whereas**, the Sonoma Valley Health Care District has proposed amendments to update its code to add positions, modify job titles, and delete positions where employees participate in decisions that affect financial interests;

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

**Now, Therefore, Be It Resolved** that the conflict of interest code of the Sonoma Valley Health Care District is approved as amended. The Clerk is directed to send a copy of this resolution to the District and County Counsel.

**Supervisors:**

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**



County of Sonoma  
State of California

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Date: February 7, 2017

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

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

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4/5 Vote Required

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**Resolution of the Board of Supervisors of the County of Sonoma, State of California,  
Approving Amendments to the Conflict of Interest Code for the Valley of the Moon Fire  
Protection District**

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

**Whereas**, state law requires that every two years agencies review their conflict of interest codes and make such changes as are necessary to keep the codes current; and

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

**Whereas**, the Valley of the Moon Fire Protection District has proposed an amendment to update its code to revise the job title of an existing position where employees participate in decisions that affect financial interests;

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

**Now, Therefore, Be It Resolved** that the conflict of interest code of the Valley of the Moon Fire Protection District is approved as amended. The Clerk is directed to send a copy of this resolution to the District and County Counsel.

**Supervisors:**

Gorin:

Rabbit:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**



County of Sonoma  
State of California

Date: February 7, 2017

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

4/5 Vote Required

**Resolution of the Board of Supervisors of the County of Sonoma, State of California,  
Approving Amendments to the Conflict of Interest Code for the Waugh School District**

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

**Whereas**, state law requires that every two years agencies review their conflict of interest codes and make such changes as are necessary to keep the codes current; and

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

**Whereas**, the Waugh School District has proposed an amendment to its code to delete positions that have been abolished and/or where employees no longer participate in decisions that affect financial interests;

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

**Now, Therefore, Be It Resolved** that the conflict of interest code of the Waugh School District is approved as amended. The Clerk is directed to send a copy of this resolution to the District and County Counsel.

**Supervisors:**

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**



County of Sonoma  
State of California

Date: February 7, 2017

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

4/5 Vote Required

**Resolution of the Board of Supervisors of the County of Sonoma, State of California,  
Approving Amendments to the Conflict of Interest Code for the West Sonoma County Union  
High School District**

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

**Whereas**, state law requires that every two years agencies review their conflict of interest codes and make such changes as are necessary to keep the codes current; and

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

**Whereas**, the West Sonoma County Union High School District has proposed amendments to its code to add positions and modify job titles where employees participate in decisions that affect financial interests;

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

**Now, Therefore, Be It Resolved** that the conflict of interest code of the West Sonoma County Union High School District is approved as amended. The Clerk is directed to send a copy of this resolution to the District and County Counsel.

**Supervisors:**

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**



County of Sonoma  
State of California

Date: February 7, 2017

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

4/5 Vote Required

**Resolution of the Board of Supervisors of the County of Sonoma, State of California,  
Approving Amendments to the Conflict of Interest Code for the Wilmar Union Elementary  
School District**

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

**Whereas**, state law requires that every two years agencies review their conflict of interest codes and make such changes as are necessary to keep the codes current; and

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

**Whereas**, the Wilmar Union Elementary School District has proposed an amendment to its code to delete positions that have been abolished and/or where employees no longer participate in decisions that affect financial interests;

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

**Now, Therefore, Be It Resolved** that the conflict of interest code of the Wilmar Union Elementary School District is approved as amended. The Clerk is directed to send a copy of this resolution to the District and County Counsel.

**Supervisors:**

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**



County of Sonoma  
State of California

Date: February 7, 2017

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

4/5 Vote Required

**Resolution of the Board of Supervisors of the County of Sonoma, State of California,  
Approving Amendments to the Conflict of Interest Code for the Windsor Unified School  
District**

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

**Whereas**, state law requires that every two years agencies review their conflict of interest codes and make such changes as are necessary to keep the codes current; and

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

**Whereas**, the Windsor Unified School District has proposed amendments to its code to add positions and delete positions that have been abolished and/or where employees no longer participate in decisions that affect financial interests;

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

**Now, Therefore, Be It Resolved** that the conflict of interest code of the Windsor Unified School District is approved as amended. The Clerk is directed to send a copy of this resolution to the District and County Counsel.

**Supervisors:**

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**



County of Sonoma  
State of California

Date: February 7, 2017

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

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



4/5 Vote Required

**Resolution of the Board of Supervisors of the County of Sonoma, State of California,  
Approving Amendments to the Conflict of Interest Code for the Wright Elementary School  
District**

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

**Whereas**, state law requires that every two years agencies review their conflict of interest codes and make such changes as are necessary to keep the codes current; and

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

**Whereas**, the Wright Elementary School District has proposed amendments to update its code to add positions, revise disclosure categories and modify job titles where employees participate in decisions that affect financial interests;

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

**Now, Therefore, Be It Resolved** that the conflict of interest code of the Wright Elementary School District is approved as amended. The Clerk is directed to send a copy of this resolution to the District and County Counsel.

**Supervisors:**

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**



County of Sonoma  
State of California

Date: February 7, 2017

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

4/5 Vote Required

**Resolution of the Board of Supervisors of the County of Sonoma, State of California,  
Approving Amendments to the Conflict of Interest Code for the Bennett Valley Union School  
District**

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

**Whereas**, state law requires that every two years agencies review their conflict of interest codes and make such changes as are necessary to keep the codes current; and

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

**Whereas**, the Bennett Valley Union School District has proposed an amendment to update its code to add positions where employees participate in decisions that affect financial interests;

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

**Now, Therefore, Be It Resolved** that the conflict of interest code of the Bennett Valley Union School District is approved as amended. The Clerk is directed to send a copy of this resolution to the District and County Counsel.

**Supervisors:**

Gorin:                      Rabbitt:                      Gore:                      Hopkins:                      Zane:

Ayes:                      Noes:                      Absent:                      Abstain:

**So Ordered.**



County of Sonoma  
State of California

Date: February 7, 2017

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

4/5 Vote Required

**Resolution of the Board of Supervisors of the County of Sonoma, State of California,  
Approving Amendments to the Conflict of Interest Code for the Bodega Bay Public Utility  
District**

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

**Whereas**, state law requires that every two years agencies review their conflict of interest codes and make such changes as are necessary to keep the codes current; and

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

**Whereas**, the Bodega Bay Public Utility District has proposed an amendment to update its code to add the General Manager to the list of positions that manage public investments;

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

**Now, Therefore, Be It Resolved** that the conflict of interest code of the Bodega Bay Public Utility District is approved as amended. The Clerk is directed to send a copy of this resolution to the District and County Counsel.

**Supervisors:**

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**



County of Sonoma  
State of California

Date: February 7, 2017

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

4/5 Vote Required

**Resolution of the Board of Supervisors of the County of Sonoma, State of California,  
Approving Amendments to the Conflict of Interest Code for the Cazadero Community Services  
District**

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

**Whereas**, state law requires that every two years agencies review their conflict of interest codes and make such changes as are necessary to keep the codes current; and

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

**Whereas**, the Cazadero Community Services District has proposed amendments to update its code to modify job titles and delete positions where employees participate in decisions that affect financial interests;

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

**Now, Therefore, Be It Resolved** that the conflict of interest code of the Cazadero Community Services District is approved as amended. The Clerk is directed to send a copy of this resolution to the District and County Counsel.

**Supervisors:**

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**



County of Sonoma  
State of California

Date: February 7, 2017

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

4/5 Vote Required

**Resolution of the Board of Supervisors of the County of Sonoma, State of California,  
Approving Amendments to the Conflict of Interest Code for the Cloverdale Unified School  
District**

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

**Whereas**, state law requires that every two years agencies review their conflict of interest codes and make such changes as are necessary to keep the codes current; and

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

**Whereas**, the Cloverdale Unified School District has proposed an amendment to update its code to include new positions, revise disclosure categories, delete titles of positions that no longer exist and to revise the job title of an existing position where employees participate in decisions that affect financial interests;

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

**Now, Therefore, Be It Resolved** that the conflict of interest code of the Cloverdale Unified School District is approved as amended. The Clerk is directed to send a copy of this resolution to the District and County Counsel.

**Supervisors:**

Gorin:                      Rabbit:                      Gore:                      Hopkins:                      Zane:

Ayes:                      Noes:                      Absent:                      Abstain:

**So Ordered.**



County of Sonoma  
State of California

Date: February 7, 2017

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

4/5 Vote Required

**Resolution of the Board of Supervisors of the County of Sonoma, State of California,  
Approving Amendments to the Conflict of Interest Code for the Gold Ridge Resource  
Conservation District**

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

**Whereas**, state law requires that every two years agencies review their conflict of interest codes and make such changes as are necessary to keep the codes current; and

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

**Whereas**, the Gold Ridge Resource Conservation District has proposed an amendment to update its code to add job positions where employees participate in decisions that affect financial interest;

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

**Now, Therefore, Be It Resolved** that the conflict of interest code of the Gold Ridge Resource Conservation District is approved as amended. The Clerk is directed to send a copy of this resolution to the District and County Counsel.

**Supervisors:**

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**



County of Sonoma  
State of California

Date: February 7, 2017

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

4/5 Vote Required

**Resolution of the Board of Supervisors of the County of Sonoma, State of California,  
Approving Amendments to the Conflict of Interest Code for the Mark West Springs Union  
School District**

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

**Whereas**, state law requires that every two years agencies review their conflict of interest codes and make such changes as are necessary to keep the codes current; and

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

**Whereas**, the Mark West Springs Union School District has proposed amendments to its code to add positions where employees participate in decisions that affect financial interests;

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

**Now, Therefore, Be It Resolved** that the conflict of interest code of the Mark West Springs Union School District is approved as amended. The Clerk is directed to send a copy of this resolution to the District and County Counsel.

**Supervisors:**

Gorin:                      Rabbit:                      Gore:                      Hopkins:                      Zane:

Ayes:                      Noes:                      Absent:                      Abstain:

**So Ordered.**



County of Sonoma  
State of California

Date: February 7, 2017

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

4/5 Vote Required

**Resolution of the Board of Supervisors of the County of Sonoma, State of California,  
Approving Amendments to the Conflict of Interest Code for the Monte Rio Union School  
District**

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

**Whereas**, state law requires that every two years agencies review their conflict of interest codes and make such changes as are necessary to keep the codes current; and

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

**Whereas**, the Monte Rio Union School District has proposed an amendment to update its code to reflect current laws;

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

**Now, Therefore, Be It Resolved** that the conflict of interest code of the Monte Rio Union School District is approved as amended. The Clerk is directed to send a copy of this resolution to the District and County Counsel.

**Supervisors:**

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**



County of Sonoma  
State of California

Date: February 7, 2017

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

4/5 Vote Required

**Resolution of the Board of Supervisors of the County of Sonoma, State of California,  
Approving Amendments to the Conflict of Interest Code for the North Sonoma County  
Healthcare District**

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

**Whereas**, state law requires that every two years agencies review their conflict of interest codes and make such changes as are necessary to keep the codes current; and

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

**Whereas**, the North Sonoma County Healthcare District has proposed amendments to update its code to add job positions and modify current job titles where employees participate in decisions that affect financial interest;

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

**Now, Therefore, Be It Resolved** that the conflict of interest code of the North Sonoma County Healthcare District is approved as amended. The Clerk is directed to send a copy of this resolution to the District and County Counsel.

**Supervisors:**

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**



County of Sonoma  
State of California

Date: February 7, 2017

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

4/5 Vote Required

**Resolution of the Board of Supervisors of the County of Sonoma, State of California,  
Approving Amendments to the Conflict of Interest Code for the Old Adobe Union School  
District**

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

**Whereas**, state law requires that every two years agencies review their conflict of interest codes and make such changes as are necessary to keep the codes current; and

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

**Whereas**, the Old Adobe Union School District has proposed amendments to update its code to modify current job titles and delete positions where employees participate in decisions that affect financial interest;

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

**Now, Therefore, Be It Resolved** that the conflict of interest code of the Old Adobe Union School District is approved as amended. The Clerk is directed to send a copy of this resolution to the District and County Counsel.

**Supervisors:**

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**



County of Sonoma  
State of California

Date: February 7, 2017

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

4/5 Vote Required

**Resolution of the Board of Supervisors of the County of Sonoma, State of California,  
Approving Amendments to the Conflict of Interest Code for the Russian River Recreation and  
Park District**

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

**Whereas**, state law requires that every two years agencies review their conflict of interest codes and make such changes as are necessary to keep the codes current; and

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

**Whereas**, the Russian River Recreation and Park District has proposed an amendment to update its code to reflect current laws;

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

**Now, Therefore, Be It Resolved** that the conflict of interest code of the Russian River Recreation and Park District is approved as amended. The Clerk is directed to send a copy of this resolution to the District and County Counsel.

**Supervisors:**

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**



County of Sonoma  
State of California

Date: February 7, 2017

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

4/5 Vote Required

**Resolution of the Board of Supervisors of the County of Sonoma, State of California,  
Approving Amendments to the Conflict of Interest Code for the Santa Rosa City Schools**

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

**Whereas**, state law requires that every two years agencies review their conflict of interest codes and make such changes as are necessary to keep the codes current; and

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

**Whereas**, the Santa Rosa City Schools has proposed amendments to update its code to add positions and modify job titles where employees participate in decisions that affect financial interests;

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

**Now, Therefore, Be It Resolved** that the conflict of interest code of the Santa Rosa City Schools is approved as amended. The Clerk is directed to send a copy of this resolution to the District and County Counsel.

**Supervisors:**

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**



County of Sonoma  
State of California

Date: February 7, 2017

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

4/5 Vote Required

**Resolution of the Board of Supervisors of the County of Sonoma, State of California,  
Approving Amendments to the Conflict of Interest Code for the Sonoma County Agricultural  
Preservation and Open Space District**

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

**Whereas**, state law requires that every two years agencies review their conflict of interest codes and make such changes as are necessary to keep the codes current; and

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

**Whereas**, the Sonoma County Agricultural Preservation and Open Space District has proposed an amendment to its code to modify the job title of an employee who participates in decisions that affect financial interests;

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

**Now, Therefore, Be It Resolved** that the conflict of interest code of the Sonoma County Agricultural Preservation and Open Space District is approved as amended. The Clerk is directed to send a copy of this resolution to the District and County Counsel.

**Supervisors:**

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**



County of Sonoma  
State of California

Date: February 7, 2017

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

4/5 Vote Required

**Resolution of the Board of Supervisors of the County of Sonoma, State of California,  
Approving Amendments to the Conflict of Interest Code for the Sonoma County Employees'  
Retirement Association**

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

**Whereas**, state law requires that every two years agencies review their conflict of interest codes and make such changes as are necessary to keep the codes current; and

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

**Whereas**, the Sonoma County Employees' Retirement Association has proposed an amendment to update its code to add positions where employees participate in decisions that affect financial interests;

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

**Now, Therefore, Be It Resolved** that the conflict of interest code of the Sonoma County Employees' Retirement Association is approved as amended. The Clerk is directed to send a copy of this resolution to the District and County Counsel.

**Supervisors:**

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**



County of Sonoma  
State of California

Date: February 7, 2017

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

4/5 Vote Required

**Resolution of the Board of Supervisors of the County of Sonoma, State of California,  
Approving Amendments to the Conflict of Interest Code for the Sonoma County Fair &  
Exposition, Inc.**

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

**Whereas**, state law requires that every two years agencies review their conflict of interest codes and make such changes as are necessary to keep the codes current; and

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

**Whereas**, the Sonoma County Fair & Exposition, Inc. has proposed amendments to its code to modify job titles where employees participate in decisions that affect financial interests;

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

**Now, Therefore, Be It Resolved** that the conflict of interest code of the Sonoma County Fair & Exposition, Inc. is approved as amended. The Clerk is directed to send a copy of this resolution to the District and County Counsel.

**Supervisors:**

Gorin:

Rabbit:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**



County of Sonoma  
State of California

Date: February 7, 2017

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

4/5 Vote Required

**Resolution of the Board of Supervisors of the County of Sonoma, State of California,  
Approving Amendments to the Conflict of Interest Code for the Sonoma County Library**

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

**Whereas**, state law requires that every two years agencies review their conflict of interest codes and make such changes as are necessary to keep the codes current; and

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

**Whereas**, the Sonoma County Library has proposed amendments to update its code to add positions and delete positions where employees participate in decisions that affect financial interests;

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

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

**Supervisors:**

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**



County of Sonoma  
State of California

Date: February 7, 2017

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

4/5 Vote Required

**Resolution of the Board of Supervisors of the County of Sonoma, State of California,  
Approving Amendments to the Conflict of Interest Code for the Sonoma County Regional  
Climate Protection Authority**

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

**Whereas**, state law requires that every two years agencies review their conflict of interest codes and make such changes as are necessary to keep the codes current; and

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

**Whereas**, the Sonoma County Regional Climate Protection Authority has proposed an amendment to its code to revise disclosure categories where employees participate in decisions that affect financial interests;

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

**Now, Therefore, Be It Resolved** that the conflict of interest code of the Sonoma County Regional Climate Protection Authority is approved as amended. The Clerk is directed to send a copy of this resolution to the District and County Counsel.

**Supervisors:**

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**



County of Sonoma  
State of California

Date: February 7, 2017

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

4/5 Vote Required

**Resolution of the Board of Supervisors of the County of Sonoma, State of California,  
Approving Amendments to the Conflict of Interest Code for the Sonoma County  
Transportation Authority**

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

**Whereas**, state law requires that every two years agencies review their conflict of interest codes and make such changes as are necessary to keep the codes current; and

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

**Whereas**, the Sonoma County Transportation Authority has proposed amendments to update its code to modify job titles and delete positions where employees participate in decisions that affect governmental decisions;

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

**Now, Therefore, Be It Resolved** that the conflict of interest code of the Sonoma County Transportation Agency is approved as amended. The Clerk is directed to send a copy of this resolution to the District and County Counsel.

**Supervisors:**

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**



County of Sonoma  
State of California

Date: February 7, 2017

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

4/5 Vote Required

**Resolution of the Board of Supervisors of the County of Sonoma, State of California,  
Approving Amendments to the Conflict of Interest Code for the Sonoma County Waste  
Management Agency**

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

**Whereas**, state law requires that every two years agencies review their conflict of interest codes and make such changes as are necessary to keep the codes current; and

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

**Whereas**, the Sonoma County Waste Management Agency has proposed an amendment to its code to modify job titles where employees participate in decisions that affect financial interests;

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

**Now, Therefore, Be It Resolved** that the conflict of interest code of the Sonoma County Waste Management Agency is approved as amended. The Clerk is directed to send a copy of this resolution to the District and County Counsel.

**Supervisors:**

Gorin:                      Rabbitt:                      Gore:                      Hopkins:                      Zane:

Ayes:                      Noes:                      Absent:                      Abstain:

**So Ordered.**



County of Sonoma  
State of California

Date: February 7, 2017

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

4/5 Vote Required

**Resolution of the Board of Supervisors of the County of Sonoma, State of California,  
Approving Amendments to the Conflict of Interest Code for the Sonoma Resource  
Conservation District**

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

**Whereas**, state law requires that every two years agencies review their conflict of interest codes and make such changes as are necessary to keep the codes current; and

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

**Whereas**, the Sonoma Resource Conservation District has proposed amendments to update its code to add positions, modify job titles, and revise disclosure categories where employees participate in decisions that affect financial interests;

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

**Now, Therefore, Be It Resolved** that the conflict of interest code of the Sonoma Resource Conservation District is approved as amended. The Clerk is directed to send a copy of this resolution to the District and County Counsel.

**Supervisors:**

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**



County of Sonoma  
State of California

Date: February 7, 2017

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

4/5 Vote Required

**Resolution of the Board of Supervisors of the County of Sonoma, State of California,  
Approving Amendments to the Conflict of Interest Code for the Sonoma Valley Health Care  
District**

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

**Whereas**, state law requires that every two years agencies review their conflict of interest codes and make such changes as are necessary to keep the codes current; and

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

**Whereas**, the Sonoma Valley Health Care District has proposed amendments to update its code to add positions, modify job titles, and delete positions where employees participate in decisions that affect financial interests;

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

**Now, Therefore, Be It Resolved** that the conflict of interest code of the Sonoma Valley Health Care District is approved as amended. The Clerk is directed to send a copy of this resolution to the District and County Counsel.

**Supervisors:**

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**



County of Sonoma  
State of California

Date: February 7, 2017

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

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



4/5 Vote Required

**Resolution of the Board of Supervisors of the County of Sonoma, State of California,  
Approving Amendments to the Conflict of Interest Code for the Valley of the Moon Fire  
Protection District**

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

**Whereas**, state law requires that every two years agencies review their conflict of interest codes and make such changes as are necessary to keep the codes current; and

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

**Whereas**, the Valley of the Moon Fire Protection District has proposed an amendment to update its code to revise the job title of an existing position where employees participate in decisions that affect financial interests;

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

**Now, Therefore, Be It Resolved** that the conflict of interest code of the Valley of the Moon Fire Protection District is approved as amended. The Clerk is directed to send a copy of this resolution to the District and County Counsel.

**Supervisors:**

Gorin:

Rabbit:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**



County of Sonoma  
State of California

Date: February 7, 2017

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

4/5 Vote Required

**Resolution of the Board of Supervisors of the County of Sonoma, State of California,  
Approving Amendments to the Conflict of Interest Code for the Waugh School District**

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

**Whereas**, state law requires that every two years agencies review their conflict of interest codes and make such changes as are necessary to keep the codes current; and

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

**Whereas**, the Waugh School District has proposed an amendment to its code to delete positions that have been abolished and/or where employees no longer participate in decisions that affect financial interests;

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

**Now, Therefore, Be It Resolved** that the conflict of interest code of the Waugh School District is approved as amended. The Clerk is directed to send a copy of this resolution to the District and County Counsel.

**Supervisors:**

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**



County of Sonoma  
State of California

Date: February 7, 2017

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

4/5 Vote Required

**Resolution of the Board of Supervisors of the County of Sonoma, State of California,  
Approving Amendments to the Conflict of Interest Code for the West Sonoma County Union  
High School District**

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

**Whereas**, state law requires that every two years agencies review their conflict of interest codes and make such changes as are necessary to keep the codes current; and

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

**Whereas**, the West Sonoma County Union High School District has proposed amendments to its code to add positions and modify job titles where employees participate in decisions that affect financial interests;

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

**Now, Therefore, Be It Resolved** that the conflict of interest code of the West Sonoma County Union High School District is approved as amended. The Clerk is directed to send a copy of this resolution to the District and County Counsel.

**Supervisors:**

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**



County of Sonoma  
State of California

Date: February 7, 2017

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

4/5 Vote Required

**Resolution of the Board of Supervisors of the County of Sonoma, State of California,  
Approving Amendments to the Conflict of Interest Code for the Wilmar Union Elementary  
School District**

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

**Whereas**, state law requires that every two years agencies review their conflict of interest codes and make such changes as are necessary to keep the codes current; and

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

**Whereas**, the Wilmar Union Elementary School District has proposed an amendment to its code to delete positions that have been abolished and/or where employees no longer participate in decisions that affect financial interests;

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

**Now, Therefore, Be It Resolved** that the conflict of interest code of the Wilmar Union Elementary School District is approved as amended. The Clerk is directed to send a copy of this resolution to the District and County Counsel.

**Supervisors:**

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**



County of Sonoma  
State of California

Date: February 7, 2017

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

4/5 Vote Required

**Resolution of the Board of Supervisors of the County of Sonoma, State of California,  
Approving Amendments to the Conflict of Interest Code for the Windsor Unified School  
District**

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

**Whereas**, state law requires that every two years agencies review their conflict of interest codes and make such changes as are necessary to keep the codes current; and

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

**Whereas**, the Windsor Unified School District has proposed amendments to its code to add positions and delete positions that have been abolished and/or where employees no longer participate in decisions that affect financial interests;

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

**Now, Therefore, Be It Resolved** that the conflict of interest code of the Windsor Unified School District is approved as amended. The Clerk is directed to send a copy of this resolution to the District and County Counsel.

**Supervisors:**

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**



County of Sonoma  
State of California

Date: February 7, 2017

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

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



4/5 Vote Required

**Resolution of the Board of Supervisors of the County of Sonoma, State of California,  
Approving Amendments to the Conflict of Interest Code for the Wright Elementary School  
District**

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

**Whereas**, state law requires that every two years agencies review their conflict of interest codes and make such changes as are necessary to keep the codes current; and

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

**Whereas**, the Wright Elementary School District has proposed amendments to update its code to add positions, revise disclosure categories and modify job titles where employees participate in decisions that affect financial interests;

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

**Now, Therefore, Be It Resolved** that the conflict of interest code of the Wright Elementary School District is approved as amended. The Clerk is directed to send a copy of this resolution to the District and County Counsel.

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

**To:** Sonoma County Board of Supervisors

**Board Agenda Date:** February 7, 2017

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Marc McDonald, General Services: 707-565-3468  
Karen Fies, Human Services: 707-565-6990

**Supervisorial District(s):**

**Title:** Lease Expansion for Human Services Department at 5350 Old Redwood Highway, Suite 400, Petaluma

### **Recommended Actions:**

Authorize the General Services Director to execute a lease amendment with Cornerstone Properties SA, LLC (Landlord), for approximately 3,650 sq. ft. of office space, located at 5350 Old Redwood Highway, Suite 400, Petaluma, for an initial rental rate of \$1.65 per sq. ft. per month (approximately \$6,023 per month or \$72,270 per year), which is subject to adjustment as more particularly described in the lease, for an initial term of 10 years, with two, 5-year options to extend the term

### **Executive Summary:**

This matter involves a proposed lease expansion for the Human Services Department (HSD) at 5350 Old Redwood Highway, Petaluma (the Building). On August 16, 2016, your Board approved execution of a lease with Cornerstone Properties SA, LLC (the Landlord), for 12,299 sq. ft. of office space located in the Suite 100 in the same Building. HSD wishes to expand into Suite 400, comprised of 3,650 sq. ft. of office space, to conduct meetings and training required by staff in connection with the HSD Neighborhood Services Program for south Sonoma County clients. The initial rent rate would be \$6,023 per month (\$1.65 per sq. ft.), for an initial 10-year term, with two, 5-year options

### **Discussion:**

**HSD Neighborhood Services.** "Neighborhood Services" (the "Program") is the concept of improving service delivery by establishing regional offices to deliver a wide array of HSD services within multiple communities. These offices may vary in size depending on need, affordability (considering the cost of rent and the space needed), and the availability of space. Based on HSD's analysis, HSD concludes there is both a service need and a business case to expand access to areas outside of Santa Rosa, particularly, but not in priority order, to Cloverdale, Petaluma, Sonoma Valley, and West County.

On May 3, 2016, your Board approved HSD's recommendations to establish offices in multiple areas of the County, and it was determined that the first new multi-service office site would be situated in south

Sonoma County, in Petaluma. On August 16, 2016, your Board approved execution of a lease with Cornerstone Properties SA, LLC (the Landlord), for 12,299 sq. ft. of office space located in the Suite 100 at 5350 Old Redwood Highway, Petaluma.

HSD wishes to lease an additional 3,650 sq. ft. of space in Suite 400 (the Expansion Premises), adjacent to Suite 100. (Please see attached floor plan, [Attachment 1.](#)) The Expansion Premises will be used to accommodate staff training and meeting requirements, expand the lobby to accommodate seating from 10 – 15 clients to 20 – 25 clients, and to provide a staff break room, of which these functions cannot be accommodated in Suite 100. This expansion space benefits the public by: 1) creating meeting space to host Family meetings, Family/teen meetings, Linkages meetings and Community meetings, 2) hosting public trainings such as Foster parent training, Public Health training for families, nutritional training, and various Adult & Aging trainings for the elderly and In Home Support Services, 3) providing community unity and to build family unity, and 4) creating more work services in Suite 100 to support more clients, and this is accomplished by moving the meeting rooms and the break room from Suite 100 to this expansion suite. The benefit in building both a community unity and a family unity is to keep the intended vulnerable individual (child or senior) in their home and within their family structure. This is less disruptive to the intended vulnerable person, helps in the individual’s overall well-being, is less costly for all parties, and enriches the interactions of the community. The proposed Expansion Premises are needed for the community (including police, teachers, care-givers, family members) to meet and share education, intervention, and protection, while clarifying the roles and responsibilities of the participating community to keep the vulnerable individual in their home, to discuss and assign actionable steps which strengthen the provided care, to ensure the safety and services to the vulnerable person, and to contribute and build family capacity.

**Proposed Lease Expansion.** According to the terms of the proposed lease amendment, the occupancy date for the Expansion Premises would occur on or about May 1, 2017, coinciding with the occupancy date of the original Premises (Suite 100), which is currently under construction. The monthly rent rate for the Expansion Premises will be \$1.65 per sq. ft., or \$6,023 per month. The proposed rent rate of \$1.65 per sq. ft. approximates market rental value, which for the Petaluma area, ranges from \$1.45 to \$1.86 per sq. ft. for office space. Prior to entering into negotiations for the proposed Lease Expansion, comparable properties in the Petaluma area nearby the proposed Premises were as follows:

- 1318 and 1351 Redwood Way (\$1.45 to \$1.75 per sq. ft.);
- 1304 Southpoint Boulevard (\$1.50 per sq. ft.);
- 1372 N. McDowell Boulevard (\$1.75 per sq. ft.); and
- 5401 and 5341 Old Redwood Highway (\$1.75 to \$1.85 per q. ft.).

The total monthly rent for the entire leased Premises after the proposed expansion will be \$26,316 per month (\$20,293 for Suite 100 and \$6,023 for Suite 400). These lease rent rate and terms for the Expansion Premises will be consistent with the existing Lease.

Staff has negotiated terms for the proposed lease amendment as follows:

- Expansion Space Premises: 3,650 sq. ft., in Suite 400 at 5350 Old Redwood Highway, Petaluma.
- Term: Ten years, with two, 5-year options to extend the Lease term. The Director of General Services is authorized to exercise the Lease options.

Upon exercise of County’s first 5-year option, Landlord will repaint and install new carpeting throughout the Expansion Premises and original Premises at Landlord’s sole cost and expense.

Rent: \$6,023 per month, or \$1.65 per sq. ft. Rent will be subject to annual \$.05 per sq. ft. fixed adjustments pursuant to the proposed lease amendment, and concurrent with the original Lease. For the first two months, County is provided with a rent equivalent to two months’ half-rent (\$6,023 total), for the Expansion Premises.

Tenant Improvements: The tenant improvements required for the Expansion Premises would be completed and paid for by the Landlord at Landlord’s sole cost and expense.

Termination: County may terminate the Lease upon 120 days’ prior written notice and payment of a termination fee, for non-appropriation of funds or discontinuance of the Program, and for any reason, or no reason.

**Funding.** The fiscal impact of opening Neighborhood Services sites in other parts of the County will include the cost of rent and one-time expenses to set up each office. These costs are predominately reimbursable through State and Federal funding sources and there would be no additional impact to the Department’s General Fund contribution.

**Long-Term Space Need Review.** The Petaluma location for the Neighborhood Services program was reviewed by General Services’ staff. Staff concludes that the Petaluma location supports the Neighborhood Services model, will allow maximum utilization of the space with multiple HSD services, reduce vehicle miles traveled by clients and County staff, and overall provide easier access to County services for south Sonoma County residents.

**Public Notice Requirement: Procedural Authority.** Government Code Section 25350 requires the Board to publish a notice of its intent to enter into a lease valued in excess of \$50,000 for three (3) consecutive weeks prior to consummation of the proposed lease amendment. The notice of intent for this transaction has been published for the required period pursuant to the Board’s action of January 10, 2017.

**Prior Board Actions:**

01/10/17—Declared intent into the subject amendment with Cornerstone Properties SA, LLC; and authorized General Services Director to execute a letter agreement whereby the Landlord will prepare architectural construction drawings and apply for building permits prior to execution of the proposed lease amendment and approval by the Board

08/16/16—Authorized the General Services to execute the original lease

07/19/16—Declared intent to enter into a lease with Cornerstone Properties SA, LLC; and authorized General Services Director to execute a letter agreement whereby the Landlord will prepare architectural construction drawings and apply for building permits prior to execution of the lease

05/03/16—Accepted the report and approved HSD’s recommendations to establish offices in multiple areas of the County, starting with a multi-service office in Petaluma

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

The execution of the proposed lease amendment will provide meeting and training room space, expansion of lobby seating for clients, and a break room for staff for providing services in accordance with the Neighborhood Services model to clients residing in the south Sonoma County area.

**Fiscal Summary**

<b>Expenditures</b>	<b>FY 16-17 Adopted</b>	<b>FY 17-18 Projected</b>	<b>FY 18-19 Projected</b>
Budgeted Expenses	6,023	72,635	74,825
Additional Appropriation Requested			
<b>Total Expenditures</b>	<b>6,023</b>	<b>72,635</b>	<b>74,825</b>

**Funding Sources**

General Fund/WA GF			
State/Federal	6,023	72,635	74,825
Fees/Other			
Use of Fund Balance			
Contingencies			
<b>Total Sources</b>	<b>6,023</b>	<b>72,635</b>	<b>74,825</b>

**Narrative Explanation of Fiscal Impacts:**

The anticipated commencement date for the proposed Lease is approximately May 1, 2017. The rent cost for FY 16/17 will be \$6,023, as follows:

$$\text{\$ } 6,023 = (\text{\$}6,023 \div 2) \times 2 \text{ months (half-rent for months of May and June 2017)}$$

This lease expense is included in HSD’s proposed FY16-17 budget. Landlord will pay for all operating expenses, including utilities, maintenance and janitorial services.

**Staffing Impacts**

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

<b>Narrative Explanation of Staffing Impacts (If Required):</b>
None.
<b>Attachments:</b>
Attachment 1: Floor Plan Attachment 2: Copy of proposed Lease Amendment
<b>Related Items "On File" with the Clerk of the Board:</b>
None.



## FIRST AMENDMENT TO LEASE

This First Amendment ("First Amendment"), dated as of \_\_\_\_\_, 2017 ("Effective Date"), is by and between **CORNERSTONE PROPERTIES SA, LLC**, a California limited liability company ("Landlord") and the **COUNTY OF SONOMA**, a political subdivision of the State of California ("Tenant"). All capitalized terms used herein shall, unless otherwise defined, have the meaning ascribed to those terms in the Lease (as defined below). Landlord and Tenant are sometimes collectively referred to herein as the "parties" and singularly, as "party."

### R E C I T A L S

WHEREAS, Landlord and Tenant entered into that certain Lease dated August 22, 2016 ("Lease"), for premises located at 5350 Old Redwood Highway, Suite 100, Petaluma, California ("Premises"); and

WHEREAS, Landlord and Tenant desire to further amend the Lease in order to: (i) expand and redefine the Premises, for the addition of Suite 400, comprised of three thousand six hundred fifty (3,650) sq. ft. of rentable area; (ii) provide for additional work of improvement for Suite 400; (iii) recalculate the Rent; (iv) provide for an additional rental abatement; and (v) modify other certain terms of the Lease as more particularly set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### A G R E E M E N T

1. The foregoing Recitals are true and correct.
2. Effective as of the Effective Date of this First Amendment, the Lease is hereby modified as follows:
  - A. Section 1.1 of the Lease is hereby deleted in its entirety and replaced with the following:

"1.1 Lease of Premises. Subject to Section 1.5 relating to Tenant's right to expand the Premises (as defined below), Landlord hereby leases to Tenant and Tenant leases from Landlord those certain premises described in Exhibit A ("Original Premises"), and those certain premises described in Exhibit A-2, attached hereto and by this reference made a part hereof ("Suite 400 Expansion Premises"); which Original Premises and Suite 400 Expansion Premises are hereinafter collectively referred to as the "Premises", which are situated in that certain single-story office building commonly known as **5350 Old Redwood Highway** ("Building"), which Building is situated on that certain real property commonly known as Sonoma County Assessor's Parcel Number 137-250-001 located in the City of Petaluma, County of Sonoma, State of California ("Real Property"). Subject to verification as provided in Subsection 1.4.2, the Rentable Area (as defined in Section 1.4) and the Usable Area (as defined in Section 1.4) of the Premises is fifteen thousand nine hundred forty-nine (15,949) square feet, while the Rentable Area of the Building is twenty-two thousand

five hundred eighty-three (22,583) square feet. The Building, the areas servicing the building, and the land on which the Building and those areas are located (as shown on the site plan attached to this Lease as **Exhibit B**) are sometimes collectively referred to as the “Real Property”.

B. The following section is hereby added to the Lease as Section 1.3.1:

“1.3.1 Preparation of Suite 400 Expansion Premises. The rights and obligations of the parties regarding the construction and renovation of the Suite 400 Expansion Premises before the commencement of the Lease Term are stated in the Leasehold Improvement Agreement (“LIA”) attached to this Lease as **Exhibit C** and **Attachment C-2**. Landlord shall deliver the Suite 400 Expansion Premises in a turnkey condition. In addition, Landlord shall pay for all design and architectural services, completion of construction documents and permitting for construction of the improvements for the Suite 400 Expansion Premises. If this Lease conflicts with the LIA, the LIA shall prevail. Landlord hereby represents and warrants to Tenant that Landlord shall complete the Suite 400 Expansion Premises in accordance with the terms and conditions of the LIA, even in the event that Landlord fails to obtain financing for some or all of the improvements. The General Contractor (as defined in the LIA) shall comply with the applicable provisions of California Labor Code Sections 1720.2 and 1770 et seq., regarding prevailing wages. Landlord agrees to engage a qualified third-party CalGreen or similarly qualified professional during the inspection phase to ensure the leasehold improvement project is in compliance with applicable CalGreen requirements on or promptly after the date of Substantial completion as defined below) of the Suite 400 Expansion Premises.”

C. The following section is hereby added to the Lease as Section 2.3.1:

“2.3.1 Substantial Completion of Landlord’s Work for Suite 400 Expansion Premises. The work to be done for the Suite 400 Expansion Premises by Landlord pursuant to the provisions of **Exhibit C** and **Attachment C-2** shall be “substantially completed” when Landlord has delivered to Tenant a temporary or final certificate of occupancy for the Suite 400 Expansion Premises and Landlord’s work has been substantially performed, although minor details or adjustments that do not interfere with Tenant’s use of such space may have not been completed. Landlord shall diligently pursue completion of any minor details or adjustments that have not been performed at the time Landlord gives the aforesaid notice of substantial completion to Tenant. Notwithstanding anything contained herein to the contrary, if, after receiving the aforesaid notice from Landlord that the Landlord’s work is substantially completed, Tenant shall be delayed in installing and completing or having installed and completed any finishing work necessary for the operation of Tenant’s business in the Suite 400 Expansion Premises (including, without limitation, files, reproduction and other office equipment, and telephone communications facilities) or in completing the move or installation of substantially all of its furniture and other equipment into the Suite 400 Expansion Premises so as not to be able to commence its business there, by reason of fire, casualty, acts of God, strikes, lockouts, or other labor troubles, inability to secure materials, governmental laws or regulations, or other causes of whatever kind beyond the reasonable control of Tenant, then the Commencement Date for the Suite 400 Expansion Premises shall be deferred for a period of time equivalent to the period of such delay, any said deferral not to exceed sixty (60) days. Evidence of when the Landlord’s work has been substantially performed shall be a certificate to that effect signed by Landlord’s architect and Tenant’s architect. The terms “Substantial Completion of Landlord’s Work”, “substantially completed” and similar terms are defined in Section 5.1 of **Exhibit C**. Landlord agrees to use reasonable

efforts to provide Tenant with at least thirty (30) days' advance notice of the date on which the Suite 400 Expansion Premises are expected to be substantially completed. Provided Tenant has complied with the insurance provisions set forth in Section 9.1 and **Exhibit G**, Tenant shall have the right of early access to the Suite 400 Expansion Premises for a period of thirty (30) calendar days prior to the Commencement Date for the Suite 400 Expansion Premises, for installation of Tenant's furniture, fixtures and equipment."

D. The following section is hereby added to the Lease as Section 2.4.1.

"2.4.1 Delay in Commencement of the Suite 400 Expansion Premises. If Landlord, for any reason whatsoever (other than a Tenant Delay (as such term is defined in the LIA) or other reason as otherwise provided below), fails to give Tenant notice by **August 4, 2017**, that the Landlord's work for the Suite 400 Expansion Premises is substantially completed, as provided for above, then Tenant may withhold from the first rental payment and subsequent rental payments as may be necessary, as liquidated damages, an amount equal to the Rent otherwise due for each day after said date during which Landlord has failed to give Tenant such notice of substantial completion of the Suite 400 Expansion Premises.

Notwithstanding the foregoing, if Landlord, for any reason whatsoever (other than a Tenant Delay (as such term is defined in the LIA) or as provided below), fails to give Tenant notice that Landlord's work in the Suite 400 Expansion Premises is substantially completed by **November 6, 2017**, Tenant at its option shall have the right, by giving Landlord fifteen (15) days' prior written notice of its intention to do so, to cancel the Lease with respect to the Suite 400 Expansion Premises (without complying with Section 2.6), and upon Landlord's return of any monies previously deposited by Tenant, the parties hereto shall have no further rights or liabilities with respect to each other. Landlord's obligation to complete the Suite 400 Expansion Premises within the time specified in this Section 2.4.1 shall not be extended for any reason except delays caused by Tenant, casualty, acts of God, strikes, lockouts, or other labor troubles, fire, flood, war, civil disorder or government regulations or government delay (e.g. delays in issuance of any permit or other entitlement required for the Suite 400 Expansion Premises, government-caused delays in conducting any inspection required by any such permit or entitlement and similar delays)."

E. The following section is hereby added to the Lease as Section 4.1.1:

"4.1.1 Rent and Rent Commencement for the Suite 400 Expansion Premises. Rent for the Suite 400 Expansion Premises shall commence on the day that is the earlier of the following: (i) the first Monday following the elapse of thirty (30) days from actual receipt by Tenant of written notice of the Suite 400 Expansion Premises Substantial Completion Date, or (ii) the date that Tenant occupies the Suite 400 Expansion Premises. In addition to the Rent specified under Section 4.1, Tenant shall pay to Landlord Rent, in equal monthly installments of Six Thousand Twenty-Two and 50/100 Dollars (\$6,022.50) for the Suite 400 Expansion Premises. Rent for the Suite 400 Expansion Premises shall be annually adjusted concurrently with the adjustment of Rent for the Original Premises on the Commencement Date of the Original Premises in accordance with Section 4.3 of the Lease, beginning upon the first anniversary of the Commencement Date for the Original Premises that occurs after the Suite 400 Expansion Premises Substantial Completion. Rent shall be paid in advance on or before the first day of each and every calendar month during the Lease Term, without any setoff or deduction except as provided in Section 4.4. Landlord shall provide an invoice for the Suite 400 Expansion Premises, together with the Original Premises, to Tenant no later than the 10<sup>th</sup> day of the preceding month for the following month's Rent,

however failure by Landlord to deliver any such invoice to Tenant shall not relieve Tenant of the obligation to pay Rent. Payment shall be made at the address set forth in Section 19.3 or at any other place that Landlord may from time to time designate in writing. Tenant shall not be obligated to recognize any agent for the collection of Rent until written notice of the appointment and the extent of the authority of such agent shall be provided to Tenant by Landlord. Tenant shall not be responsible for any operating expenses or operating expense pass-throughs (e.g., expense stop or base year type) for the Suite 400 Expansion Premises during the Lease Term.”

F. Section 4.4 of the Lease is hereby deleted in its entirety and replaced with the following section:

“4.4 Rent Concessions. Tenant shall be entitled to a rent credit equivalent to six (6) months’ half-rent for ten thousand six hundred forty-five (10,645) square feet of Rentable Area of the Original Premises; and a rent credit equivalent to two (2) months’ half-rent for three thousand six hundred fifty (3,650) square feet of the Rentable Area (the Suite 400 Expansion Premises). In addition, Tenant shall be entitled to a rent credit equivalent to twenty-four (24) months for one thousand six hundred and fifty-four (1,654) square feet of the Original Premises.”

G. Article 8 of the Lease is hereby deleted in its entirety and replaced with the following section:

“Parking. Included in Tenant's rental herein is the right of Tenant's customers and invitees to use free of charge, in common with other tenants (except as expressly provided below): (i) fifty (50) parking spaces in connection with the Original Premises, and (ii) fourteen (14) parking spaces in connection with the Suite 400 Expansion Premises (approximately 4 parking spaces for each 1,000 square feet of Rentable Area), in the parking area associated with the Building as shown on the site plan attached hereto as **Exhibit B**. Landlord shall install two (2) electric vehicle charging stations (the design, specification and configuration of which shall be determined by Landlord) (hereinafter the “EVCS”) and designate two (2) parking stalls for said EVCS in the parking area. Landlord may establish a billing system for electricity consumed by EVCS users. In addition, Landlord shall reserve and designate for Tenant’s exclusive use: (i) four (4) parking stalls in connection with the Original Premises, and (ii) one (1) parking stall in connection with the Suite 400 Expansion Premises, adjacent to Tenant’s entrance to the Premises. Landlord shall also provide ADA-designated parking stalls as required by Laws and Orders. Said EVCS, reserved and ADA parking stalls shall count toward Tenant’s allotment of sixty-four (64) total parking spaces.”

H. **Exhibit A-2** (Suite 400 Expansion Premises, outlined in red), **Attachment A-1** (Design and Construction Schedule for Suite 400 Expansion Premises) and **Attachment C-2** (Tenant’s Design Requirements for Suite 400 Expansion Premises) attached hereto and by this reference, are hereby deemed attached to the Lease.

3. Except to the extent the Lease is specifically amended or supplemented hereby, the Lease, together with exhibits is, 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 Lease or any right of Landlord or Tenant arising thereunder.

4. This First Amendment shall be governed and construed under the internal laws of the State of California, and any action to enforce the terms of this First Amendment or for the breach thereof shall be brought and tried in the County of Sonoma.

LANDLORD AND TENANT 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 Effective Date.

“LANDLORD”: **CORNERSTONE PROPERTIES SA, LLC**, a California limited liability company

By: \_\_\_\_\_  
Alon Adani, Member

“TENANT”: **COUNTY OF SONOMA**, a political subdivision of the State of California

By: \_\_\_\_\_  
Caroline Judy, Director  
General Services Department

The General Services Director, or General Services Deputy Director, is authorized to execute this Lease, pursuant to the Board of Supervisors' Summary Action dated \_\_\_\_\_, 2017.

APPROVED AS TO FORM FOR TENANT:

\_\_\_\_\_  
Elizabeth Coleman With, Deputy County Counsel

APPROVED AS TO CONTENT FOR TENANT:

\_\_\_\_\_  
Karen Fies, Director  
Human Services Department

\_\_\_\_\_  
Marc McDonald, Real Estate Manager  
General Services Department

CERTIFICATE OF INSURANCE ON FILE WITH DEPARTMENT:

Reviewed by: \_\_\_\_\_ Date: \_\_\_\_\_

**EXHIBIT A-2**

**Suite 400 Expansion Premises**  
(outlined in red)

**Attachment A-1**

**Design and Construction Schedule  
for Suite 400 Expansion Premises**

MILESTONE	DATE or DAYS TO COMPLETE
1. Tenant approves final sketch plan (attached)	Completed
2. Tenant submits sketch plan to LL (attached)	Completed
3. Tenant's Board of Supervisors Meets to Declare Intention to Enter into Lease and Issues Guarantee Letter for Designer Fees and Permits	January 10, 2017
4. Landlord submits Design Development Documents for approval by Tenant	January 24, 2017
5. Tenant approves Design Development Documents	January 31, 2017
6. Tenant's Board of Supervisors Meets to Conduct Public Hearing and Execute Lease	February 7, 2017
7. Architect completes Final Plans based on approved Design Development Documents	
8. Tenant will approve, conditionally approve or disapprove the Final Plans	
9. Architect completes the Final Plans and Specifications	
10. Tenant orders furniture, fixtures and equipment	
11. Last day for Landlord and Tenant to agree upon and initial the Final Plans	
12. Last day for Landlord to obtain all Permits	
13. Scheduled Completion Date of Leasehold Improvements and start of Tenant fixturation period	
14. Last day for Substantial Completion of Leasehold Improvements	
15. Completion of punch list and final walkthrough	
16. Tenant fixturation period completed	
17. Last day that LL can give Tenant notice that the work is Substantially Completed, or Tenant may terminate	

## **ATTACHMENT C-2**

### **Tenant-approved sketch plan:**

**Furniture, Fixtures, Trade Fixtures and Equipment Are Tenant's Work and Are Not Part of Leasehold Improvements or Landlord's Work**



## County of Sonoma Agenda Item Summary Report

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

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

**To:** Board of Supervisors of Sonoma County

**Board Agenda Date:** February 7, 2017

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

John Skeel, 565-5407

**Supervisorial District(s):**

**Title:** Community Foundation Sonoma County Spay/Neuter Services Grant

### **Recommended Actions:**

Authorize the Director of Health Services to execute a grant agreement with Community Foundation Sonoma County to accept \$5,000 in revenue to support access to low-cost spay and neuter services for the period January 27, 2017 through November 30, 2017.

### **Executive Summary:**

Community Foundation Sonoma County has awarded Sonoma County Animal Services a grant of \$5,000 to support the Love Me, Fix Me program that provides low-cost spay and neuter services for pets owned by eligible low-income Sonoma County residents. Grant funds will be used for medical supplies including pain medication sent home with pets after surgeries performed on-site at the shelter. This item requests approval to execute the Community Foundation Sonoma County grant agreement.

### **Discussion:**

Sustaining and expanding access to affordable spay and neuter services is a priority for Sonoma County Animal Services as an effective strategy to reduce pet overpopulation. Animal Services launched the Love Me, Fix Me low-cost, mobile spay/neuter pilot program in January 2013 to augment the limited free or low-cost services available at the Animal Services facility. Since the program's inception, over 5,700 Sonoma County cats and dogs have been spayed or neutered through the Love Me, Fix Me program. Funding for the Love Me, Fix Me program is provided by Community Foundation Sonoma County, County General Fund, City of Santa Rosa, client fees, and donations. Community Foundation Sonoma County has been integral to the support of the program since its inception in 2013.

In 2015 Animal Services incorporated the veterinarian partner voucher program as part of the ongoing effort to provide greater access to spay and neuter services for pets of low-income residents of Sonoma County while providing the opportunity for pet owners to build a long-term relationship with a veterinarian for care of their animals. Through the same application process, income-qualified applicants can schedule a spay/neuter appointment for their pet at an Animal Services on-site clinic or receive a voucher for the same services at a participating local partner veterinarian's office. There are currently

thirteen veterinarians enrolled in the Love Me Fix Me Access voucher program, with outreach continuing to expand veterinary partnerships. Animal Services has issued 97 vouchers to clients, of which 62 have been redeemed at partner veterinary clinics for low-cost spay/neuter services.

**Prior Board Actions:**

On October 6, 2015 the Board approved a grant agreement with Community Foundation Sonoma County to accept \$35,000 in revenue to support access to low-cost spay and neuter services for the period October 1, 2015 through September 30, 2016.

On December 10, 2013 the Board approved a grant agreement with Community Foundation Sonoma County to receive revenue to fund operation of the mobile spay/neuter program for the term January 1, 2014 through June 30, 2015 in the amount of \$135,000.

On September 11, 2012 the Board approved a grant agreement with Community Foundation Sonoma County to implement a mobile spay/neuter pilot program for the term August 15, 2012 through December 31, 2013 in the amount of \$104,000.

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

Animal Services continues to work on quality improvement to improve animal care and control services throughout Sonoma County and to improve outcomes for animals.

**Fiscal Summary**

<b>Expenditures</b>	<b>FY 16-17 Adopted</b>	<b>FY 17-18 Projected</b>	<b>FY 18-19 Projected</b>
Budgeted Expenses	5,000		
Additional Appropriation Requested			
<b>Total Expenditures</b>	<b>5,000</b>	<b>0</b>	<b>0</b>
<b>Funding Sources</b>			
General Fund/WA GF			
State/Federal			
Fees/Other	5,000		
Use of Fund Balance			
Contingencies			
<b>Total Sources</b>	<b>5,000</b>	<b>0</b>	<b>0</b>

**Narrative Explanation of Fiscal Impacts:**

Sufficient appropriations are included in the FY 16-17 budget.

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



120 Stony Point Road, Suite 220, Santa Rosa, CA 95401 707.579.4073 [sonomacf.org](http://sonomacf.org)

December 14, 2016

Mr. John Skeel  
Sonoma County Animal Services  
1247 Century Court  
Santa Rosa, CA 95403-1043

Dear Mr. Skeel:

I am pleased to inform you that Community Foundation Sonoma County has awarded Sonoma County Animal Services a grant in the amount of \$5,000.00 to identify populations demonstrating the greatest need for affordable, accessible spay/neuter services and distribute vouchers redeemable for low-cost surgeries to qualifying low-income pet owners.

Attached is the Community Foundation grant contract. Please sign the original and return it to the Community Foundation by 2/10/2017. You may mail the signed contract packet to Annette Williams, Program Assistant. Please retain a copy of the letter and signed contract for your files. Payment of your grant will be made following the payment schedule on page 1 of your contract.

Your Grant Contract contains important conditions related to progress report due dates. Please be sure that others in your organization involved with this grant are aware of those conditions.

Please also note the grant number on your Grant Contract. We can better serve you when you refer to that number on progress reports and inquiries related to your grant.

We appreciate the opportunity to partner with you as we strive together to benefit the lives of those in Sonoma County and beyond. If you have any questions concerning this grant, please contact Karin Demarest, Vice President for Programs at 707-303-9621 or [kdemarest@sonomacf.org](mailto:kdemarest@sonomacf.org).

Sincerely,

A handwritten signature in black ink, appearing to read "Elizabeth Brown". The signature is fluid and cursive, written over the word "Sincerely,".

Elizabeth Brown  
President & CEO



120 Stony Point Road, Suite 220, Santa Rosa, CA 95401 707.579.4073 [sonomacf.org](http://sonomacf.org)

## GRANT CONTRACT

This grant to your organization from Community Foundation Sonoma County is for the specific purpose(s) described in this Contract. In accepting your grant, you agree to abide by the conditions stated below. Please be sure that you understand these conditions before signing this Contract.

*To receive your grant*, please sign the original contract and return it to the Community Foundation.

**Grantee:** Sonoma County Animal Services

**Grant Number:** 20161027

**Amount of Grant:** \$5,000

**Grant Purpose:** to identify populations demonstrating the greatest need for affordable, accessible spay/neuter services and distribute vouchers redeemable for low-cost surgeries to qualifying low-income pet owners

**Grant Period Begins:** 1/27/2017

**Grant Period Ends:** 11/30/2017

Item Due	Due Date	Payment Date	Payment Amount
Contract	2/10/2017	2/19/2017	\$5,000
Final Report	12/30/2017		

**Special Conditions of the Grant:** None

### I. Change in Management

Grantee shall notify the Community Foundation immediately when there is a change in management or senior program staff involved in managing this grant.

### II. Expenditure of Funds

A. Grantee shall notify the Community Foundation immediately if they want to change the use of grant funds from what was originally proposed and approved in their grant application. The Community Foundation's *prior written approval is required* for any modification of your project.

B. The grantee shall return any unexpended funds to the Community Foundation:

- 1) at the end of the grant period, or
- 2) if the grantee loses exempt "public charity" status under Section 501(c)(3) of the Internal Revenue Code.

- C. No funds provided by the Community Foundation may be used for any political campaign, or to support attempts to influence legislation by any governmental body, other than through making available the results of nonpartisan analysis, study and research.
- D. Unless specifically authorized by the Community Foundation, expenses charged against this grant may not be incurred prior to the effective date of the grant or subsequent to the termination date, and may be incurred only as necessary to carry out the purposes and activities of the approved program.
- E. The grantee organization is responsible for maintaining adequate supporting records consistent with generally accepted accounting practices.

### III. Reports to the Community Foundation

- A. Grantee organizations are expected to report to the Community Foundation on the progress of their program or project as stated on page one of this Contract or within 30 days after expending the grant funds.
- B. Grantees with multiple-payment grants will receive an initial payment at the beginning of the grant period. Receipt of subsequent payments is conditional upon submission of satisfactory progress reports. Failure to submit progress reports may result in a default, causing a reduction to your grant or requiring repayment of grant funds received.
- C. The timeliness and quality of both the narrative and financial sections of progress reports will be factors in evaluating the grantee for future funding.

### IV. Announcing Grants

Grants approved by Community Foundation Sonoma County's board of directors are reported to the community through the Community Foundation's annual report, web site and periodic listing of grants. The Community Foundation may also issue press releases describing individual projects or programs.

The Community Foundation Sonoma County is proud to share our logo with grantees in recognition of sponsorship, grantmaking, and community leadership activities, etc. To request usage of Community Foundation Sonoma County's logo, please contact Annette Williams, Program Coordinator (707) 303-9639 [awilliams@sonomacf.org](mailto:awilliams@sonomacf.org)

Please include a copy of your publicity with your grant report.

### V. Non-discrimination

The Community Foundation has adopted the following policy on non-discrimination in its competitive grant programs. By signing below, the grantee certifies that its policies and practices are in accordance with all aspects of the Community Foundation's policy.

*The Board of Directors of Community Foundation Sonoma County affirms its respect for the humanity of all persons residing in this community and pledges that the principles of basic fairness, equity and inclusiveness shall inform decision making with regard to the awarding of competitive grants.*

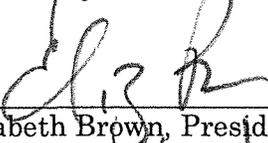
*The Community Foundation defines "discrimination" as the making of a distinction against a person based on the group, class or category to which that person belongs rather than on individual merit or need. In considering competitive grants, the Community Foundation will not support any organization that discriminates on the basis of race, color, national origin, ancestry, citizenship, religion, age, gender, sexual orientation, disability or any other characteristic protected by law.*

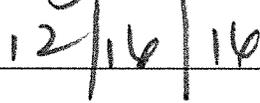
*The Community Foundation recognizes that charitable organizations may legitimately make some restrictions, such as for gender or age, in order to more effectively provide services.*

**VI. Limit of Commitment**

Unless otherwise stipulated in writing, this grant is made with the understanding that the Community Foundation has no obligation to provide other or additional support to the grantee. Grantees may apply for support in succeeding years. However, each year of funding requires a complete new application, including a letter of intent where that is a part of the application process.

**Community Foundation Sonoma County:**

  
\_\_\_\_\_  
Elizabeth Brown, President & CEO

  
\_\_\_\_\_  
Date

**Grantee accepts the conditions stated in this Agreement:**

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Print name and title

\_\_\_\_\_  
Date



## 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:** February 7, 2017

**Vote Requirement:** Majority

**Department or Agency Name(s):** Sonoma County Workforce Investment Board

**Staff Name and Phone Number:**

Sherry Alderman- 707-565-8501

**Supervisorial District(s):**

County-wide

**Title:** Workforce Innovation and Opportunity Act (WIOA) Career Services

### **Recommended Actions:**

Authorize the Director of the Human Services Department and the Workforce Investment Board (WIB) Chair to execute the Workforce Innovation and Opportunity Act (WIOA) Application to be a Career Services Provider.

### **Executive Summary:**

The Workforce Innovation and Opportunity Act (WIOA) was signed into law on July 22, 2014 and replaced the Workforce Investment Act of 1998 (WIA). One of the provisions established under WIOA gave jurisdictions the option to procure for career services. WIOA regulations require that local Workforce Investment Boards (WIBs) complete an application if they wish to provide career services to job seekers. As a result of this WIOA provision, the state issued a notice requiring applications to be an Adult and Dislocated Worker Career Services Provider be received by March 1, 2017.

The Sonoma County WIB and its career center, Job Link, have provided these services to the community since December of 2000 and the Job Link staff have the expertise and established collaborative networks and infrastructure to support the 900 Sonoma County residents seeking career and job seeking services on a monthly basis. The WIB and the Human Services Department recommend the Board authorize the Human Services Director to execute the application to be a Career Services Provider, which will enable Job Link county staff to continue providing career services.

### **Discussion:**

WIOA's overall purpose is to improve the workforce in a community and the WIB is the mechanism by which this effort to improve workforce is accomplished. The Sonoma County Human Services Department provides administrative support for the WIB. To this end, the WIB works throughout the community to align employment and training programs and services with education and business. The WIB through Job Link, its career center, uses WIOA rules and funding to help local job seekers access

employment, education, training, and support services so that they can become employed, as well as matching employers with skilled workers.

The Sonoma County WIB has provided career services through Job Link to the community since December 2000 under both the WIA and WIOA programs. Job Link is a strong collaboration of 19 partners who have come together to support workforce development in the county. Some of the partners in Job Link include the Employment Development Department, Department of Rehabilitation, California Work Opportunity and Responsibility to Kids (CalWORKs) and the Economic Development Board (EDB). Job Link was designed for the needs of job seekers and businesses. For example, the center has a computer lab for doing job searches, developing resumes or completing job applications online and workshop rooms for holding job fairs and providing classes, such as, how to do a job interview, build networking skills and developing stronger work skills. On average, Job Link sees about 900 job seekers per month. Between July 2015 and June 2016, Job Link worked with over 104 businesses. The 17 Human Services Department staff providing career services in the center have received special training to help job seekers. This training includes giving and interpreting career assessments that show a person's aptitude for a certain type of work to helping job seekers develop their career plans using pathway and local labor market information. The WIB and the Human Services Department feel that because of the existing collaboration of partners and the expertise of the Human Services Department staff, Job Link should continue providing career services for Sonoma County.

A signed Career Services Provider application must be sent to the State by March 1, 2017 where it will be forwarded to the California Workforce Development Board. The California Workforce Development Board will send the application to the Governor who will make a final decision on the request. Both the Human Services Department and the WIB feel confident the Governor will support the application given Sonoma County's history and expertise in providing these services.

**Prior Board Actions:**

March 17, 2015: Received a report on the Workforce Innovation and Opportunity Act (WIOA) of 2014 and signed the application for Sonoma County's designation as a Local Workforce Development area.

July 30, 2013: Approved the Sonoma County Workforce Investment Act (WIA) Local Strategic Workforce Plan for Program Years 2013-2017.

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

WIOA helps prepare job seekers and youth for work as well as provides assistance to Sonoma County business in finding qualified workers.

<b>Fiscal Summary</b>			
	<b>FY 16-17 Adopted</b>	<b>FY 17-18 Projected</b>	<b>FY 18-19 Projected</b>
<b>Expenditures</b>			
Budgeted Expenses	0	3,611,761	3,611,761
Additional Appropriation Requested			
<b>Total Expenditures</b>	<b>0</b>	<b>3,611,761</b>	<b>3,611,761</b>
<b>Funding Sources</b>			
General Fund/WA GF			
State/Federal		3,611,761	3,611,761
Fees/Other			
Use of Fund Balance			
Contingencies			
<b>Total Sources</b>	<b>0</b>	<b>3,611,761</b>	<b>3,611,761</b>
<b>Narrative Explanation of Fiscal Impacts:</b>			
No new appropriations are required for this Board item in FY 16/17. The WIOA Application covers a 4 year period 7/1/17 – 6/30/21. The projected amounts for FY17/18 reflect our department’s preliminary requested budget. We are assuming 18/19 will be flat.			
<b>Staffing Impacts</b>			
<b>Position Title (Payroll Classification)</b>	<b>Monthly Salary Range (A – I Step)</b>	<b>Additions (Number)</b>	<b>Deletions (Number)</b>
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
There is no staffing impact with this Board item.			
<b>Attachments:</b>			
Request for Approval to be an Adult and Dislocated Worker Career Services Provider			

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



**Request for Approval to be  
America's Job Center of California<sup>SM</sup>  
Adult and Dislocated Worker Career  
Services Provider**

**Local Workforce Development Board**

**Sonoma County Workforce Development Board**

**Local Workforce Development Area**

**Sonoma County**



## **Request for Approval to be Adult and Dislocated Worker Career Services Provider**

### **Local Chief Elected Official Statement**

A Local Board or administrative entity that seeks approval to be an Adult and Dislocated Worker Career Services Provider within an America's Job Center of California<sup>SM</sup> must provide a statement from the local CEO indicating his/her request as well as responses to the following questions.

**1. What factors guided the Local Board's or administrative entity's decision to submit this application to be an Adult and Dislocated Worker Career Services Provider within the Local Area?**

Two factors guided the Sonoma County WDB to submit this application. The first is that Sonoma County's AJCC, Job Link, is well regarded with job seekers using our services, businesses that rely upon us to help build their workforce, and the community as a whole. Job Link has provided services since December of 2000 when the Sonoma County Workforce Investment Board was established. The second factor is that being part of the Sonoma County Human Services Department (HSD) allows for the added ability to braid and leverage funding and staff so that the maximum benefit can be derived and put into services for our customers.

The Workforce Development Board's administrative arm is housed within the Sonoma County HSD, specifically within their Employment & Training Division (E&T). In addition to providing the administrative support to the WDB and Career Services for the Workforce Investment Act (WIA) and WIOA Programs, this Division also administers the local TANF program, named SonomaWORKS. E&T also oversees the operation of the AJCC. This has included providing the physical infrastructure for the AJCC. Due to the high cost of living in Sonoma County, the WDBs decision to collaborate in this way has significantly expanded the reach of the WIOA program, and has provided a measure of stability from year to year. Were the Career Service be moved to another provider, the subsequent loss of leveraged program support would be crippling.

The Sonoma County WDB is apprised regularly of the performance outcomes for all WIOA programs, and has been pleased with the results the County's E&T Division has provided. In addition to already being pleased with the quality and level of services provided by E&T, the WDB believes the value of the HSD partnership is too significant financially to dismantle. And that doing so would have a negative impact to both ongoing customers and business, and to achieving the higher vision of WIOA.

**2. How would participants be better served by the Local Board or administrative entity acting in this role rather than through the awarding of contracts?**

Participants are better served with this model, as it provides the most stability to the ongoing delivery of services, and historical evidence demonstrates that the E&T Division has been successfully meeting their performance goals.

The Sonoma County Human Services Department has a positive reputation within the community, and is very well connected and respected with regards to their role in many initiatives that serve the target audiences defined in WIOA. This extends far beyond workforce, and opens many doors to connect and leverage resources across the community.

**3. Describe the Basic and Individualized Career Services the Local Board or administrative entity will provide as well as their past experience providing these services.**

In addition to the services provided by WIOA core partners, the E&T Division staff are responsible for developing and delivering the following Career Services.

- Intake, registration, initial assessment and orientation
- Development and delivery of workshops, including e-learning
- Development of printed and electronic informational materials for customers on labor market, ETPL, financial aid, and career pathways
- Determination of WIOA eligibility
- Individualized job search, training and ongoing case management
- Follow up services
- Business services on site, such as job fairs, coordination on Rapid Response and layoff aversion and recruitment assistance

**4. Provide the Local Area's performance outcomes for each of the last three Program Years (PY 2013-14, 2014-15, 2015-16). Describe how these outcomes compare to other Local Areas in the Regional Planning Unit (RPU). For single Local Area RPUs, compare performance outcomes to other comparable Local Areas in the surrounding area.**

In the past three program years, for each of the three performance areas, the WIOA programs have succeeded in meeting or exceeding all of them, except for one.

The one area which was not met, occurred in PY 14-15, and was for the Youth Literacy and Numeracy measure. Youth services are delivered by contract, the WDB staff worked with contractors to ensure this area would be met in the future.

The charts below show the actual versus the negotiated performance, for Adult, Dislocated Worker and Youth programs, broken down by program year.

	Entered Employment		Employment Retention		Average Earnings	
	Actual	Negotiated	Actual	Negotiated	Actual	Negotiated
<b>Adult</b>						
PY 15-16	Not released yet	55.5%	Not released yet	79.0%	Not released yet	\$12,650
PY 14-15	69.2%	55.5%	84.0%	79.0%	\$13,834.34	\$12,650
PY 13-14	59.1%	53.9%	83.6%	78.3%	\$16,646.98	\$12,600

	Entered Employment		Employment Retention		Average Earnings	
	Actual	Negotiated	Actual	Negotiated	Actual	Negotiated
<b>DW</b>						
PY 15-16	Not released yet	60.0%	Not released yet	83.5%	Not released yet	\$17,300
PY 14-15	71.8%	60.0%	88.9%	83.5%	\$16,463.54	\$17,300
PY 13-14	68.8%	57.6%	87.6%	81.9%	\$15,470.80	\$16,615

	Placement		Credential Attainment		Literacy / Numeracy	
	Actual	Negotiated	Actual	Negotiated	Actual	Negotiated
<b>Youth</b>						
PY 15-16	Not released yet	60.0%	Not released yet	42.0%	Not released yet	35.0%
PY 14-15	77.8%	60.0%	63.4%	42.0%	20.7%	35.0%
PY 13-14	69.2%	59.2%	41.0%	41.8%	29.6%	22.0%

Our RPU, which is comprised of Sonoma, Napa, Marin, Lake, Mendocino and Solano counties, works hard to meet performance goals. We all have comparable performance.

**5. Provide evidence that the Local Board or administrative entity is qualified to provide Adult and Dislocated Worker Career Services, including testimonials that speak to the**

**effectiveness and efficiency with which the Local Board or administrative entity has provided or can provide those services. Attach supporting documentation.**

The Sonoma County HSD, E&T Division has been the administrator and provider of Adult and Dislocated Workers for over 16 years. They also administer and provide local TANF services. E&T has a good reputation amongst partners, and with customers and business. Below are some quotes which reflect this.

“I wouldn’t have a full time job, an apartment that I can afford for me and my kids, and health benefits if it wasn’t for Job Link. I am so grateful, it’s the best!”

Janelle, Job Link Customer

“The best thing about Job Link is the people. Don’t get me wrong, I loved the resources. ... During the course of the last year I went from begin homeless to being employed full time, as well as having a place of my own. I never could have done it without Job Link’s help.”

Laura, Job Link Customer

“When I was sitting in jail, I never thought that I would go to school, complete it and get a good full time job. If it wasn’t for George believing in me, and Job Link paying for school, I wouldn’t be making \$22 / hour!”

William, Job Link Customer

“Our experience participating with Job Link job fairs is fantastic. Everything came together perfectly. They wouldn’t even know Maxim without it, that’s why we like to participate.”

Maxim, Job Link Business Customer

“The innovative programs for workforce development combined with the passion and personal engagement of the entire ... team to help local businesses should be a benchmark for all County and Government Service providers.”

Bijan’s Protective Equipment, Inc, Job Link Business Customer

“The partnership between Job Link and Sonoma County’s CalWORKs program continues to be successful. Collaboration between programs have provided participants with a customer friendly and effective access to Job Link services, enhanced by both programs being located in the same building giving them immediate access. CalWORKs clients

benefit from an array of innovative services that help them move towards employment and self-sufficiency which enhances work participation rates.”

Hope Hamby, Sonoma County CalWORKs Section Manager

- 6. Attach documentation (signed and dated letter) that the members of the Local Board and other relevant parties (e.g., Board of Supervisors) reviewed the information provided in the application and approved the request in a public meeting.**

The Sonoma County WDB took the request to approve the Request for Approval to be the AJCC's Adult and Dislocated Worker Career Services Provider to the February 7, 2017 Sonoma County Board of Supervisors where it was approved. See Board of Supervisors Agenda Item Transmittal and Summary included with this document.

## Signature Page

By signing below, the local CEO and Local Board chair request approval from the Governor to be an Adult and Dislocated Worker Career Services Provider. Each party certifies that this application submission was reviewed and demonstrates that the Local Board or administrative entity will meet all the requirements as an Adult and Dislocated Worker Career Services Provider under WIOA law and regulations.

**Instructions** – The Local Board chair and local CEO must sign and date this form. Include the original signatures with the request.

### Local Workforce Development Board Chair

### Local Chief Elected Official

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Signature

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Signature

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Robin Bartholow  
Name

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Karen Fies  
Name

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WDB Chair  
Title

---

Human Services Department Director  
Title

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February 7, 2017  
Date

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February 7, 2017  
Date



County of Sonoma  
State of California

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Date: February 7, 2017

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

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4/5 Vote Required

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**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,  
Proclaiming February 1-28, 2017 as Career and Technical Education Month**

**Whereas** a competitive local, State, and National economy requires workers trained in skilled professions; and

**Whereas** career and technical education is a tried and true solution to ensure that competitive skilled workers are ready, willing, and capable of holding jobs in high-wage, high-skill, and in-demand career fields, such as science, technology, engineering, and mathematics (commonly known as "STEM") disciplines, nursing, allied health, construction, information technology, energy sustainability, and many other fields that are vital to keeping the United States competitive in the global economy; and

**Whereas** career and technical education helps Sonoma County and the United States meet the very real and immediate challenges of economic development, student achievement, and global competitiveness; and

**Whereas** eight in ten jobs will require some level of postsecondary education or training in the STEM fields in the next decade and nearly all occupations in the United States require real-world skills that can be mastered through career and technical education; and

**Whereas** career and technical education matches employability skills with workforce demand and provides relevant academic and technical coursework leading to industry-recognized credentials for secondary, postsecondary and adult learners; and

**Whereas** career and technical education affords students the opportunity to gain the knowledge, skills and credentials needed to secure careers in Sonoma County's growing, high-demand fields; and

**Whereas** students at schools with highly integrated rigorous academic and career and technical education programs have significantly higher achievement in reading, mathematics and science than students at schools with less integrated programs; and

**Whereas** the Career Technical Education Foundation Sonoma County works to align industry and education to strengthen student achievement and economic development county-wide; and

**Whereas** the Association for Career and Technical Education has designated February as "Career and Technical Education Month" to celebrate career and technical education across the United States.

**NOW THEREFORE BE IT RESOLVED** that the Sonoma County Board of Supervisors:

- (1) supports the goals and ideals of Career and Technical Education Month in alignment with the Career Technical Education Foundation Sonoma County; and
- (2) recognizes the importance of career and technical education in preparing a well-educated and skilled workforce locally in Sonoma County as well as in the greater United States;
- (3) encourages educators, counselors, and administrators to promote career and technical education as an option for students; and
- (4) proclaims February 1-February 28, 2017 as Career and Technical Education Month in Sonoma County.

**Supervisors:**

Rabbitt:	Zane:	Gore:	Carrillo:	Gorin:
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:10**  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors

**Board Agenda Date:** February 7, 2017

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Tennis Wick 565-1925

**Supervisorial District(s):**

First

**Title:** Hamel Conservation Easement; PRMD File No. PLP11-0017

### Recommended Actions:

Adopt a Resolution:

- 1) Approving and accepting the acquisition of a conservation easement over a portion of the lands of Hamel;
- 2) Determining consistency with the County's 2020 General Plan;
- 3) Authorizing and directing the Chair of the Board to execute the Conservation Easement Agreement;
- 4) Authorizing and directing the Chair of the Board to execute a Certificate of Acceptance;
- 5) Authorizing and directing Permit and Resource Management Department to administer the Conservation Easement; and
- 6) Making certain determinations pursuant to the California Environmental Quality Act for property located at 15401 Highway 12, Sonoma; Assessor's Parcel Number 056-012-008.

### Executive Summary:

Execution of the conservation easement protects scenic acreage on a winery and vineyard property developed with a winery authorized in a 27 September 2012 Board of Zoning Adjustments (BZA) Use Permit and Design Review approval for 30,000 case capacity, public tasting, special events and industry wide events, retail sales and a wine cave. Land Intensive Agriculture (LIA) zoning governs the subject property located immediately east of the junction of Highway 12 at Madrone Road.

The 124.43 acre site includes heavily wooded upland providing a scenic natural backdrop in Sonoma Valley. Finding 4 of BZA resolution (Attachment A) declares "that the applicant has made an irrevocable offer of dedication of a conservation easement over a 24.8 acres and the Board has relied on that offer in approving this project." The attached conservation easement supports this finding of BZA project approval.

**Discussion:**

This conservation easement presents an unusual resolution of a project issue in several respects. First, the easement arises not from a mitigation identified in a Mitigated Negative Declaration or a condition of approval. Instead the BZA identified the encumbrance as a potential solution to an issue raised during its merits deliberation. The wooded hillside above the winery site and vineyard, despite its remote and steep condition, merited protection from development. Instead of reopening the hearing, and with the applicant's stipulation, the BZA included the finding quoted above.

Second, while the subject property lies within the General Plan scenic landscape preservation unit along Highway 12, the land proposed to be protected by the conservation easement is situated high above the scenic resources preservation zone.

Third, the Agricultural Preservation and Open Space District (District) priority acquisition schedule does not list the land subject to the easement. The District requires an endowment to fund acquisitions and because the District and property owner could not reach an agreement it was necessary for another agency to accept and administer the Conservation Easement. Permit Sonoma volunteered to undertake this responsibility, as it is capable of managing the easement, and the costs of doing so are expected to be minimal, with some costs covered in part or in full by the property owner. This special circumstance is not meant to establish a precedent for Permit Sonoma to accept future easements.

**Prior Board Actions:**

N/A

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

Conservation Easements support agriculture and agribusiness by assisting in the preservation of agricultural land through the incentive of reduced property taxes and result in the protection of open space systems. These systems promote recreation, health, agricultural viability, protect watersheds and biodiversity, as well as contribute to economic vitality.

<b>Fiscal Summary</b>			
<b>Expenditures</b>	<b>FY 16-17 Adopted</b>	<b>FY 17-18 Projected</b>	<b>FY 18-19 Projected</b>
Budgeted Expenses			
Additional Appropriation Requested			
<b>Total Expenditures</b>			
<b>Funding Sources</b>			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
<b>Total Sources</b>			
<b>Narrative Explanation of Fiscal Impacts:</b>			
<p>As with other recorded conservation easements held by a government entity, the present conservation easement may result in a reduction of property taxes if the Assessor determines that the restriction results in a reduction in assessed value. Presently, the Assessor's office does not anticipate a significant reduction in assessed value for the subject property.</p> <p>The Conservation Easement incorporates various mechanisms to reduce the cost to the County of administering and enforcing it, including cost recovery from the property owner under certain circumstances.</p>			
<b>Staffing Impacts</b>			
<b>Position Title (Payroll Classification)</b>	<b>Monthly Salary Range (A – I Step)</b>	<b>Additions (Number)</b>	<b>Deletions (Number)</b>
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
<b>Attachments:</b>			
<p>Attachment A: Board of Zoning Adjustments Resolution No. 12-017  Attachment B: Map of Conservation Easement  Attachment C: Conservation Easement Agreement  Attachment D: Certificate of Acceptance</p>			

<b>Related Items "On File" with the Clerk of the Board:</b>
None.



County of Sonoma  
State of California

Date: February 7, 2017

Item Number: \_\_\_\_\_  
Resolution Number: 17-\_\_\_\_\_

PLP11-0017

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, 1) Approving and accepting the acquisition of a conservation easement over a portion of the lands of Hamel; 2) Determining consistency with the County's 2020 General Plan; 3) Authorizing and directing the Chair of the Board to execute the Conservation Easement Agreement; 4) Authorizing and directing the Chair of the Board to execute a Certificate of Acceptance; 5) Authorizing and directing Permit Sonoma to administer the Conservation Easement; and 6) Making certain determinations pursuant to the California Environmental Quality Act for property located at 15401 Highway 12, Sonoma; APN 056-012-008**

**Whereas**, the applicant, Douglas Thornley for HFW III LLC, filed a Use Permit and Design Review application with the County of Sonoma's Permit and Resource Management Department ("Permit Sonoma"), necessary to develop a 2-phased 30,000 case per year winery on 124.43+/- acres, located at 15401 Highway 12, Sonoma; APN 056-012-008; Zoned LIA (Land Intensive Agriculture), B6-100 acre density, SR (Scenic Resources); Supervisorial District No 1, PRMD File No. PLP11-0017, (the, "Project"); and

**Whereas**, at its regularly scheduled meeting on August 2, 2012, the Board of Zoning Adjustments held a public hearing, and took public testimony, and continued the item to September 27, 2012, in part, to allow staff to address questions regarding a Community Separator Conservation Easement; and

**Whereas**, in accordance with applicable provisions of law, the Board of Zoning Adjustments reopened the public hearing on September 27, 2012, at which time the Board of Zoning Adjustments heard and received all relevant testimony and evidence presented orally or in writing regarding the Mitigated Negative Declaration and the Project. All interested persons were given an opportunity to hear and be heard regarding the Mitigated Negative Declaration and the Project; and

**Whereas**, the applicant, was advised by Permit Sonoma that no nexus exists to require a condition for the dedication of a conservation easement for discretionary approval of new winery; and

**Whereas**, by letter dated September 26, 2012, the applicant made a voluntary and irrevocable offer to gift to the County, or other qualified entity approved by the County, a mutually agreeable perpetual conservation easement over 24.8 acres of the Property for preservation of scenic view corridors and other conservation purposes that are compatible with agricultural use of the Hamel Land; and

**Whereas**, on September 27, 2012 the Board of Zoning Adjustments adopted Resolution No. 12-017 approving the Project and finding, among other things, that the applicant had made an irrevocable offer of a dedication of a conservation easement over 24.8 acres; and

**Whereas**, the County accepted the applicant's voluntary offer of the conservation easement subject to mutual approval of the terms and conditions; and

**Whereas**, the Easement Area is located on the eastern hillside along Highway 12 near the intersection with Madrone Road, north of the Town of Sonoma; and

**Whereas**, the Agricultural Preservation and Open Space District priority acquisition schedule does not list the Easement Area, and without an alternative land steward agency, Permit Sonoma has accepted responsibility; and

**Whereas**, the County has determined that the easement area possesses scenic, aesthetic, and openness values of importance to the people of Sonoma County which qualify to be protected in perpetuity by the execution of a Conservation Easement Agreement due to its location and the presence of landscapes of mixed forest with Douglas fir, scrub oak and mixed chaparral as well as agricultural values; and

**Now, Therefore, Be It Resolved** that the Board of Supervisors makes the following findings:

- A. The foregoing recitals are true and correct.
- B. The Easement Area possesses scenic, openness, natural, and aesthetic values that are important to the County of Sonoma, and that qualify for protection and preservation in perpetuity, through the proposed Conservation Casement.
- C. The acceptance of the proposed Conservation Easement is consistent with the Sonoma County 2020 General Plan because the Property is within the Community Separator designation and complies with Goal OSRC-1: Preserve the visual identities of communities by maintaining open space areas between cities and communities.

- D. The project authorized by this resolution is exempt from the requirements of the California Environmental Quality Act (Public Resources Code Sections 21000 and following) because the acceptance is not a project as that word is defined in Section 15378 of Title 14 of the California Code of Regulations; alternatively is exempt pursuant to Section 15317 of Title 14 of the California Code of Regulations because the purpose of the acceptance is to maintain the open space character of the area; and alternatively is exempt pursuant to Section 15325(a) of Title 14 of the California Code of Regulations because the purpose of the acquisition is to preserve the existing natural conditions.

**Be it further resolved** that the Board of Supervisors, in consideration of the above findings, and all evidence presented at the hearing on this matter:

1. Approves and accepts the acquisition of the proposed Conservation Easement over the 24.8 acres described in Exhibit A to the Conservation Easement Agreement, which comprise a portion of the lands of Hamel, 15401 Highway 12, Sonoma, APN 056-012-008;
- 3) Authorizes and directs the Chair of the Board to execute the Conservation Easement Agreement;
- 4) Authorizes and directs the Chair of the Board to execute a Certificate of Acceptance;
- 5) Authorizes and direct Permit Sonoma to administer the Conservation Easement; and
- 6) Authorizes and directs the Clerk of the Board to record the executed Conservation Easement Agreement, with the executed Certificate of Acceptance with the Sonoma County Recorder's Office.

**Supervisors:**

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**

Resolution Number 12-017

County of Sonoma  
Santa Rosa, California

September 27, 2012  
PLP11-0017 Karin Theriault

RESOLUTION OF THE BOARD OF ZONING ADJUSTMENTS, COUNTY OF SONOMA, STATE OF CALIFORNIA, ADOPTING A MITIGATED NEGATIVE DECLARATION AND GRANTING A USE PERMIT AND DESIGN REVIEW FOR A TWO-PHASED WINERY, INCLUDING PRODUCTION OF 30,000 CASES ANNUALLY, PUBLIC TASTING AND 23 SPECIAL EVENTS, FOR PROPERTY LOCATED AT 15401 HIGHWAY 12, SONOMA; APN 056-012-008.

WHEREAS, the applicant, Douglas Thornley for HFW III LLC, filed a Use Permit and Design Review application with the Sonoma County Permit and Resource Management Department for a new winery to occur in two phases on 124.43+/- acres to include the following: twenty special events per year consisting of: one 250-person event, thirteen 175-person events and six 100 person events, including: participation in up to a maximum of six Sonoma County wine industry –wide events up to 3 consecutive days each, 2) wine club events, 3) wine-release parties, 4) wine and food pairing events, 5) weddings, and catered corporate dinners. In addition, up to 24 wineclub events and winemaker dinners per year with up to a maximum of 25 persons during special event hours of operation only. All events must promote winery agricultural production. Special event hours of operation will be from 10:00 a.m. to 10:00 p.m. During the cleanup after all events, the applicant will continue to monitor the sound to ensure compliance with General Plan requirements for property located at 15401 Highway 12, Sonoma; APN 056-012-008; Zoned LIA (Land Intensive Agriculture), B6-100 acre density, SR (Scenic Resource); Supervisorial District No 1 (“the Project”); and

WHEREAS, a Mitigated Negative Declaration was prepared for the Project and noticed and made available for agency and public review in accordance with the California Environmental Quality Act ("CEQA") and the State and County CEQA Guidelines; and

WHEREAS, at its regularly scheduled meeting on August 2, 2012, the Board of Zoning Adjustments held a public hearing, and took public testimony, and continued the item to September 27, 2012, to allow staff to address questions regarding the two-year review of the Use Permit by the Director, allowing for a catering preparation stove and associated exhaust hood, water availability during three consecutive drought years, a Community Separator Conservation Easement, and the definition of multiple aspects of special events; and

WHEREAS, in accordance with applicable provisions of law, the Board of Zoning Adjustments reopened the public hearing on September 27, 2012, at which time the Board of Zoning Adjustments heard and received all relevant testimony and evidence presented orally or in writing regarding the Mitigated Negative Declaration and the Project. All interested persons were given an opportunity to hear and be heard regarding the Mitigated Negative Declaration and the Project; and

WHEREAS, the Board of Zoning Adjustments has had an opportunity to review this resolution and finds that it accurately sets forth the intentions of the Board regarding the Mitigated Negative Declaration and the Project.

NOW, THEREFORE, BE IT RESOLVED that the Board of Zoning Adjustments makes the following findings:

1. The project is consistent with the General Plan land use designation of Land Intensive Agriculture, and General Plan Policies including, but not limited to Goal AR-5, which states that agricultural support services should be conveniently and accessibly located to the primary agricultural activity in the area because the winery is located in an area producing grapes. The tasting room and events would promote wine made on the site, consistent with policy AR-6d. The project also complies with Objective AR5.1: facilitate County agricultural production by allowing agricultural processing facilities and uses in all Agricultural Land Use categories.
2. The proposed project is consistent with the LIA (Land Intensive Agriculture) zoning designation, which allows processing of agricultural products of a type grown or produced in the immediate area, if a Use Permit is obtained. Tasting rooms and promotional events are permitted separately from wineries under Section 26-04-020 of the Zoning Ordinance, subject to a Use Permit approval. The project is in compliance with the setback, lot coverage and parking requirements of the LIA zoning district.
3. Based on the information in the Initial Study included in the project file, it has been determined that there will be no significant environmental effect resulting from this project, provided that Mitigation Measures are incorporated into the project. The Mitigated Negative Declaration has been completed in compliance with CEQA State and County guidelines, and the information contained therein has been reviewed and considered.
4. The establishment, maintenance or operation of the use for which application is made will not, under the circumstances of this particular case, be detrimental to the health, safety, peace, comfort and general welfare of persons residing or working in the neighborhood of such use, nor be detrimental or injurious to property and improvements in the neighborhood or the general welfare of the area. The particular circumstances in this case are: 1) prior to implementation of Phase I of the winery, the applicant is required to install a 4th leg on the east side of Highway 12 in conjunction with the new CalTrans safety project at the intersection of Highway 12 and Madrone Road; 2) grape pomace must be disced into the vineyard soil as a soil conditioner and supplemental nutrient source or removed from the site; 3) noise will be controlled by: a) musical instruments will be modified and adjusted such as horn mutes or different drumsticks/brushes may be necessary depending on how long a band plays, b) musicians will be required to control their noise levels to no more than 70 dba at 25 feet from the band; c) music stages will be situated in areas, as identified on the site plan, where sound will be shielded by nearby buildings and oriented away from the north and south property lines and instead face toward the east or west; d) loudspeakers and subwoofers shall be located in strategic at the venue site and use more, smaller, narrower-dispersion loudspeakers that are closer to the audience. The sound system shall incorporate limiters that limit both the maximum overall noise levels as well as maximum noise levels on a frequency-by-frequency basis as needed in order to meet the County General Noise Element requirements and, e) winery employees shall conduct noise measurements with calibrated sound level meters at various locations near the noise-producing areas during events with music; 4) lighting will be dark sky compliant; 5) fencing will be wild-life friendly; 6) the requested number of 20 events and number of persons attending those events is compatible with adjacent land uses and can be accommodated by the existing road system subject to construction of the required intersection and driveway improvements; 7) greenhouse gas mitigation

measures have been built into the project and; 8) the Board of Zoning Adjustments finds that the applicant has made an irrevocable offer of a dedication of a conservation easement over 24.8 acres and the Board has relied on that offer in approving this project.

BE IT FURTHER RESOLVED that the Board of Zoning Adjustments hereby adopts the Mitigated Negative Declaration and Mitigation Monitoring Program set forth in the Conditions of Approval. The Board of Zoning Adjustments certifies that the Mitigated Negative Declaration has been completed, reviewed, and considered, together with comments received during the public review process, in compliance with CEQA and State and County CEQA Guidelines, and finds that the Mitigated Negative Declaration reflects the independent judgment and analysis of the Board.

BE IT FURTHER RESOLVED that the Board of Zoning Adjustments hereby grants the requested Phased Use Permit and Design Review, subject to the Conditions of Approval in Exhibit "A", attached hereto.

BE IT FURTHER RESOLVED that the Board of Zoning Adjustments designates the Secretary as the custodian of the documents and other material which constitute the record of proceedings upon which the Board's 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.

BE IT FURTHER RESOLVED that the Board of Zoning Adjustments' action shall be final on the 11<sup>th</sup> day after the date of the Resolution unless an appeal is taken.

THE FOREGOING RESOLUTION was introduced by Commissioner Fogg, who moved its adoption, seconded by Commissioner Lynch, and adopted on roll call by the following vote:

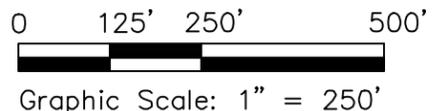
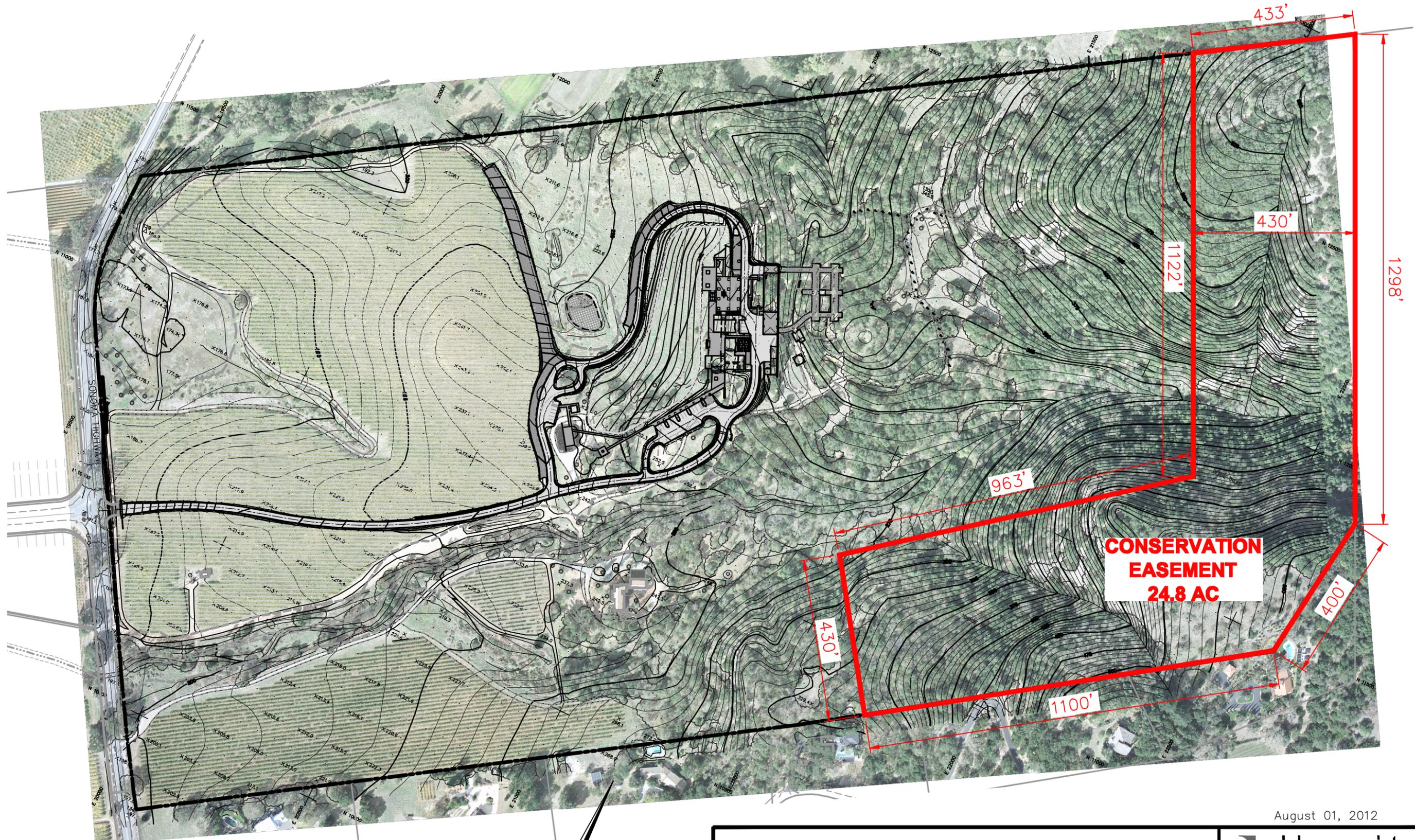
Commissioner Fogg  
Commissioner Montoya  
Commissioner Cook  
Commissioner Liles  
Commissioner Lynch

Ayes: 5    Noes: 0    Absent: 0    Abstain: 0

WHEREUPON, the Chair declared the above and foregoing Resolution duly adopted; and

SO ORDERED.

File: T:\2010 PROJECTS\10092\DWG\ADOBE-DESIGN\USE PERMIT EXHIBITS\10092-CONSERVATION EASEMENT EXHIBIT.DWG.8/1/2012 5:45:10 PM, Quan Nguyen



Attachment B

## CONSERVATION EASEMENT

**HAMEL FAMILY WINES**  
 15401 Highway 12, Glen Ellen, CA  
 APN 056-012-008

August 01, 2012

**adobe associates, inc.**  
 civil engineering | land surveying | wastewater

1220 N. Dutton Ave., Santa Rosa, CA 95401  
 P. (707) 541-2300 F. (707) 541-2301  
 Website: www.adobeinc.com

"A Service You Can Count On!"

**Exempt from Recording Fees  
Per Gov. Code § 27383**

RECORDING REQUESTED BY AND RETURN TO:

COUNTY OF SONOMA  
Clerk of the Board of Supervisors  
575 Administration Drive, Suite 100A  
Santa Rosa, California 95403

**CONSERVATION EASEMENT AGREEMENT  
Between HFW III and the County of Sonoma**

This Conservation Easement Agreement (“Agreement”) is dated September 15, 2016 2016, and is between HFW III, a Florida limited liability company (“GRANTOR”), and the County of Sonoma, a political subdivision of the State of California (“COUNTY”).

**RECITALS**

WHEREAS, Grantor is the owner in fee simple of that certain real property located in Sonoma County, commonly referred to as 15401 Highway 12, Sonoma, California 95476, presently identified by Assessor’s Parcel Number 056-012-008, and more particularly described in Exhibit “A”, attached hereto and incorporated herein by this reference (“the Hamel Land”).

WHEREAS, the Hamel Land consists of approximately 124.43 acres.

WHEREAS, the Hamel Land is in an area that has been designated a Community Separator under the Open Space and Resource Conservation Element of the Sonoma County General Plan.

WHEREAS, the Hamel Land was the subject of a discretionary land use approval by the COUNTY for a land use permit, necessary to develop a 2-phased 30,000 case (-10,000 case initially) per year winery, Sonoma County Permit and Resource Development Department (“PRMD”) File No. PLP 11-0017, (the “Project”).

WHEREAS, by letter dated September 26, 2012, GRANTOR made a voluntary and irrevocable offer to gift to the County, or other qualified entity approved by the County, a mutually agreeable perpetual conservation easement over 24.8 acres of the Property for preservation of scenic view corridors and other conservation purposes that are compatible with agricultural use of the Hamel Land. The easement area is described in Exhibit “B”, attached hereto and incorporated herein by this reference (“the Easement Area”).

WHEREAS, the COUNTY, through its Board of Zoning Adjustments, did not condition its approval of the Project on the GRANTOR granting a conservation easement.

WHEREAS, on about September 27, 2012, the Board of Zoning Adjustments adopted Resolution No. 12-017 approving the Project and finding, among other things, that GRANTOR had made an irrevocable offer of a dedication of a conservation easement over 24.8 acres.

WHEREAS, the COUNTY accepted GRANTOR's voluntary offer of the Easement subject to mutual approval of the terms and conditions of this Agreement and execution of this Agreement.

WHEREAS, the Easement Area is located on the eastern hillside along Highway 12 near the intersection with Madrone Road, north of the Town of Sonoma.

WHEREAS, the COUNTY has determined that the Easement Area possesses scenic, aesthetic, and openness values ("Open Space Values") of importance to the people of Sonoma County which qualify to be protected in perpetuity by this Conservation Easement Agreement.

WHEREAS, the parties intend to protect the Open Space Values in perpetuity and in a manner that permits GRANTOR to make uses of the Easement Area, as specified herein, that are not in conflict with this Conservation Easement Agreement and are compatible with the agricultural uses of the Hamel Land.

WHEREAS, pursuant to Civil Code § 815.3, COUNTY is authorized to acquire and hold conservation easements, and has accepted GRANTOR's voluntary offer of dedication of a conservation easement, subject to execution of this Agreement by GRANTOR and COUNTY.

### EASEMENT

**1. Grant and Acceptance of Conservation Easement.** GRANTOR hereby grants to COUNTY and COUNTY accepts a conservation easement in the Easement Area, in perpetuity, pursuant to the terms and conditions set forth herein ("the Easement").

**2. Open Space Values.** The Easement Area is located on the eastern hillside along Highway 12 near the intersection with Madrone Road, north of the Town of Sonoma. The Easement Area is adjacent to, and originally part of, a parcel of agricultural property primarily used for the cultivation of grapes and the processing of grapes into wine and related uses. The Easement Area is important for its scenic, aesthetic, natural, and openness values related to landscapes of mixed forest with Douglas fir, scrub oak and mixed chaparral as well as agricultural values as set forth herein. (Collectively "the Open Space Values").

**2.1 Scenic Resources.** The Easement Area is visible from Highway 12 and surrounding communities. Preservation of the Easement Area will help maintain the agricultural and rural character of the area; livestock grazing on the Easement Area is consistent with the Open Space Values and adds to rural character.

**2.2 Agricultural Resources.** The Easement Area possesses physical and biotic features, including its soils and grasslands that are well-suited for low-intensity livestock grazing

for production of food and fiber, and fire and vegetation management. In addition, portions of the Easement Area are designated "Grazing Land" by the California Department of Conservation's Farmland Mapping and Monitoring Program.

**3. Open Space Purpose.** It is the purpose of this Easement to preserve and protect forever the Open Space Values of the Easement Area, as described in Section 2, for the benefit of the public generally. This purpose shall hereinafter be referred to as "the Open Space Purpose of this Easement." GRANTOR and DISTRICT intend that this Easement will confine the use of the Easement Area to activities that are consistent with the Open Space Purpose of this Easement and will prohibit and prevent any use of the Easement Area that will materially impair or interfere with the Open Space Values of the Easement Area; the grazing of livestock on the Easement Area is consistent with and part of the Open Space Purpose of this Easement. GRANTOR and COUNTY intend that all Open Space Values of the Easement Area will be fully preserved and protected in perpetuity. In the event, however, that the preservation and protection of one Open Space Value becomes irreconcilably inconsistent with the preservation and protection of another Open Space Value, the following priorities shall be followed: scenic resources, then agriculture.

**4. Affirmative Rights of COUNTY.** COUNTY shall have the following affirmative rights under this Easement:

**4.1 Protecting Open Space Values.** COUNTY shall have the right to preserve, protect and document in perpetuity the Open Space Values of the Easement Area.

**4.2 Property Inspections.** COUNTY shall have the right to enter upon the Easement Area and to inspect, observe, and study the Easement Area for the purposes of: (i) identifying the current activities and uses thereon and the condition thereof, (ii) monitoring the activities and uses thereon to determine whether they are consistent with the terms, conditions and Open Space Purpose of this Easement, (iii) enforcing the terms, conditions and Open Space Purpose of this Easement, (iv) exercising its other rights under this Easement and (v) verifying information in monitoring reports submitted by GRANTOR. Such entry shall be permitted no more than once a year at reasonable times, upon five (5) business days' prior written notice to GRANTOR, and shall be made in a manner that will not unreasonably interfere with GRANTOR's use and quiet enjoyment of the Easement Area pursuant to the terms and conditions of this Easement. Each entry shall be for only so long a duration as is reasonably necessary to achieve the purposes of this Section 4.2, and shall be limited to a single physical entry during a single twenty-four hour period, unless GRANTOR gives permission to COUNTY for additional entries to achieve the purposes of this Section 4.2, (i) – (v), which permission shall not be unreasonably withheld. Such entry and inspection for the foregoing purposes shall be at County's sole cost, except as provided in Section 28. Notwithstanding the foregoing, should COUNTY's Permit and Resource Management Department Director ("Director of PRMD") have a reasonable belief that GRANTOR is in breach of this Easement, COUNTY shall have the right at any time, pursuant to Section 11.1 (b), upon twenty-four (24) hours' prior written notice to GRANTOR, to enter upon the Easement Area for the purpose of determining whether such breach has occurred and exercising its remedies under Section 11.1. The rights of entry provided by this Section 4.2 shall

extend to the officers, and employees of COUNTY, provided that COUNTY shall be responsible for the actions and activities of each of the said personnel.

**4.3 Enforcement.** COUNTY shall have the right to enforce the rights herein granted and to prevent or stop, by any legal means, any activity or use in the Easement Area that is inconsistent with the terms, conditions or Open Space Purpose of this Easement, and to require restoration of such areas or features as may be damaged by such activities or uses.

**4.4 Approval of Certain Uses.** COUNTY shall have the right to review and approve certain proposed uses and activities in the Easement Area as more specifically set forth in Section 5, and in accordance with Section 7.

**5. GRANTOR's Reserved and Restricted Rights.** Pursuant to Government Code §815.4, all interests not transferred and conveyed by this Easement by GRANTOR shall remain in GRANTOR, including the right to engage in all uses of the land in the Easement Area not affected by this Easement nor prohibited by law or by this Easement. GRANTOR shall confine the use of the Easement Area to activities and uses that are consistent with the Open Space Purpose of this Easement. Any activity or use that is inconsistent with the Open Space Purpose of this Easement is prohibited. Without limiting the generality of the foregoing, GRANTOR and COUNTY agree that the activities and uses described in Exhibit "C", attached hereto and incorporated herein by this reference, are expressly reserved, restricted or prohibited as set forth therein. GRANTOR and COUNTY acknowledge that Exhibit "C" does not constitute an exhaustive recital of consistent and inconsistent activities and uses, but rather (i) establishes specific allowed activities and uses, (ii) establishes specific prohibited activities and uses, and (iii) provides guidance for determining the consistency of similar activities and uses with this Easement, in accordance with the procedure set forth in Section 7.

**6. Public Access to the Property.** Nothing contained in this Easement shall be construed as granting, permitting or affording the public access to any portion of the Easement Area or as limiting or precluding GRANTOR's right to exclude the public from the Easement Area. Nothing in this Easement shall be construed to preclude GRANTOR's right to grant access to third parties across the Easement Area, provided that such access is allowed in a reasonable manner and is consistent with the Open Space Purpose of this Easement and so long as such access is undertaken subject to the terms and conditions of this Easement.

**7. Notice and Approval Procedures.** Some activities and uses permitted by this Easement require that prior written notice be given by GRANTOR to COUNTY, while other activities and uses permitted by this Easement require the prior written approval of COUNTY. Unless and until such notice is given, or approval is obtained, in accordance with this Section 7, any such activity or use shall be deemed to be prohibited in the Easement Area. GRANTOR shall use the following procedures to provide notice to COUNTY or to obtain COUNTY's approval. All notices and requests for approval shall be in writing and shall include all information necessary to permit COUNTY to make an informed judgment as to the consistency of the GRANTOR's request with the terms, conditions and Open Space Purpose of this Easement.

**7.1 Uses/Activities Requiring Notice to COUNTY.** For any activity or use that requires prior written notice to COUNTY, GRANTOR shall deliver such notice to COUNTY at least forty-five (45) days prior to the commencement of such activity or use.

**7.2 Uses/Activities Requiring Prior Approval from COUNTY.** For any activity or use that requires prior written approval from COUNTY, GRANTOR shall file a request for such approval ("GRANTOR's request") at least forty-five (45) days prior to the intended commencement of such activity or use. COUNTY shall have forty-five (45) days from the receipt of a complete request for approval to review the request and to approve, conditionally approve, disapprove or notify GRANTOR of any objection thereto. Disapproval or objection, if any, shall be based on COUNTY's reasonable determination that the proposed activity or use is inconsistent with the terms, conditions or Open Space Purpose of this Easement or that GRANTOR's request is incomplete or contains material inaccuracies. If, in COUNTY's judgment, the proposed activity or use would not be consistent with the terms, conditions or Open Space Purpose of this Easement, or the request is incomplete or contains material inaccuracies, COUNTY's written notice to GRANTOR shall inform GRANTOR of the reasons for COUNTY's disapproval or objection. Only upon COUNTY's express written approval, given by COUNTY's Director of PRMD, may the proposed activity or use be commenced, and then only in accordance with the terms and conditions of COUNTY's approval.

**7.3 COUNTY's Failure to Respond.** Should COUNTY fail to respond to GRANTOR's request for approval within thirty (30) days of the receipt of GRANTOR's request, GRANTOR may, after giving COUNTY ten (10) days written notice by certified mail, commence an action in a court of competent jurisdiction to compel COUNTY's performance, including but not limited to compelling COUNTY to respond to GRANTOR's request. In the event that such legal action becomes necessary to compel COUNTY's response, and GRANTOR prevails in that action, COUNTY shall reimburse GRANTOR for all reasonable attorneys' fees incurred in that action. In the alternative, GRANTOR may commence a proceeding in arbitration under Section 13.

**7.4 Uses Not Expressly Addressed: COUNTY's Approval.** In the event GRANTOR desires to commence an activity or use in the Easement Area that is neither expressly reserved nor expressly prohibited in Exhibit "C", GRANTOR shall seek COUNTY's prior written approval of such activity or use in accordance with the procedure set forth in Section 7.2. The exercise of any activity or use not expressly reserved in Exhibit "C" may constitute a breach of this Easement and may be subject to the provisions of Section 11.

## **8. Costs and Liabilities Related to the Property.**

**8.1 Maintenance of the Property.** GRANTOR agrees to bear all costs and liabilities of any kind related to the operation, upkeep, and maintenance of the Easement Area and does hereby indemnify and hold COUNTY harmless therefrom except to the extent that costs and liabilities are caused by the acts or omissions of COUNTY or its agents, employees or contractors. Without limiting the foregoing, GRANTOR agrees to pay any and all real property taxes, fees, exactions, and assessments levied or imposed by local, state or federal authorities on

the Easement Area. GRANTOR further agrees to maintain general liability insurance covering acts on the Easement Area. Except as specifically set forth in Section 9.2 below, COUNTY shall have no responsibility whatever for the operation of the Easement Area, the monitoring of hazardous conditions thereon, or the protection of GRANTOR, the public, or any third parties from risks relating to conditions in the Easement Area. In accordance with Section 9, GRANTOR hereby agrees to indemnify and hold COUNTY harmless from and against any damage, liability, claim, or expense, including attorneys' fees, arising from GRANTOR's failure to comply with the provisions of this Section 8.1, except to the extent caused by the acts or omissions of COUNTY or its agents, employees or contractors.

## **8.2 Hazardous Materials.**

8.2.1 No COUNTY Obligation or Liability. Notwithstanding any other provision of this Easement to the contrary, the parties do not intend, and this Easement shall not be construed, such that it creates in COUNTY:

(a) The obligations or liabilities of an "owner" or "operator" as those words are defined and used in environmental laws, as defined below, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 United States Code, sections 9601 et seq.) ("CERCLA");

(b) The obligations or liabilities of a person described in 42 United States Code section 9607(a) (3) or any successor statute then in effect;

(c) The right to investigate and remediate any hazardous materials, as defined below, in or associated with the Easement Area; or

(d) Any control over GRANTOR's ability to investigate and remediate any hazardous materials, as defined below, in or associated with the Easement Area.

8.2.2 Warranty of Compliance. GRANTOR represents, warrants, and covenants to COUNTY that GRANTOR's use of the Easement Area shall comply with all environmental laws, as defined below.

8.2.3 Definitions. For the purposes of this Easement:

(a) The term "hazardous materials" includes, but is not limited to, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in CERCLA, the Hazardous Materials Transportation Act, as amended (49 United States Code sections 1801 et seq.), the Resource Conservation and Recovery Act of 1976, as amended (42 United States Code sections 6901 et seq.), sections 25117 and 25316 of the California Health & Safety Code, and in the regulations adopted and publications promulgated pursuant to them, or any other federal, state, or local environmental laws, ordinances, rules, or regulations concerning the environment, industrial hygiene or public health or safety now in effect or enacted after this date of this Easement.

(b) The term "environmental laws" includes, but is not limited to, any federal, state, local or administrative agency statute, regulation, rule, ordinance, order or requirement relating to environmental conditions or hazardous materials.

## **9. Indemnification.**

**9.1 GRANTOR's Indemnity.** GRANTOR shall hold harmless, indemnify, and defend COUNTY, its agents, employees, volunteers, successors and assigns, from and against all damages, liabilities, claims and expenses, including reasonable attorneys' fees and costs, arising from, or in any way connected with (i) injury to or the death of any person, or physical damage to any property resulting from any act, omission, condition or other matter related to or occurring in or about the Easement Area, except to the extent that such damage, liability, claim or expense is the result of the negligence, gross negligence, or intentional misconduct of COUNTY (it being the intent of this provision to limit GRANTOR's indemnity to the proportionate part of COUNTY's damage, liability, claim or expense for which GRANTOR is responsible); and (ii) the obligations specified in Section 8; and (iii) any approvals given under Section 7. In the event of any claim, demand, or legal complaint against COUNTY, the right to the indemnification provided by this Section 9.1 shall not apply to any cost, expense, penalty, settlement payment, or judgment, including attorneys' fees, incurred prior to COUNTY's written notice of such claim, demand, or legal complaint to GRANTOR, unless GRANTOR has acquired knowledge of the matter by other means, nor to any costs, expenses, or settlement payment, including attorneys' fees, incurred subsequent to that notice unless such cost, expense, or settlement payment shall be approved in writing by GRANTOR, which approval shall not be unreasonably withheld.

**9.2 COUNTY's Indemnity.** COUNTY shall hold harmless, indemnify, and defend GRANTOR, Indemnified Parties, their heirs, devisees, successors and assigns, from and against all damages, liabilities, claims and expenses, including reasonable attorneys' fees and costs, arising from or in any way connected with injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring in or about the Easement Area and attributable to COUNTY or COUNTY's agents, employees or contractors, except to the extent that such damage, liability, claim or expense is the result of the negligence, gross negligence, or intentional misconduct of GRANTOR (it being the intent of this provision to limit COUNTY's indemnity to the proportionate part of GRANTOR's damage, liability, claim or expense for which COUNTY is responsible). In the event of any claim, demand, or legal complaint against GRANTOR, the right to the indemnification provided by this Section 9.2 shall not apply to any cost, expense, penalty, settlement payment, or judgment, including attorneys' fees, incurred prior to GRANTOR's written notice of such claim, demand, or legal complaint to COUNTY, nor to any costs, expenses, or settlement payment, including attorneys' fees, incurred subsequent to that notice unless such cost, expense, or settlement payment shall be approved in writing by COUNTY, which approval shall not be unreasonably withheld, provided however, that the foregoing limitation shall not apply to costs or expenses incurred in an "emergency" setting where prior approval is impossible or impractical to obtain. COUNTY hereby also agrees to hold harmless, indemnify and defend GRANTOR Indemnified Parties from and against all damages, liabilities, claims and expenses, including

attorneys' fees, asserted against GRANTOR by any officer, agent, employee, or volunteer of COUNTY, for personal injury and/or property damage arising out of any inspection or visit to the Easement Area by any such officer, agent, employee or volunteer on behalf of COUNTY, except to the extent that such injury is attributable to the negligence, intentional act or willful misconduct of GRANTOR. "GRANTOR Indemnified Parties", as used in this Agreement, means GRANTOR and all of its parent, subsidiary, related and affiliated persons and entities, and each of the officers, directors, members, managers, shareholders, agents, representatives and employees of the foregoing.

**10. Baseline Documentation for Enforcement.** County has previously approved of the form and format of a Baseline Documentation Report ("Baseline Documentation Report"). Counsel for the parties have stipulated to the form of baseline documentation the purpose of which is to document the easement area conditions. Within forty-five (45) days of execution and recordation of this Easement, GRANTOR shall cause the Sonoma Ecology Center to complete its Baseline Documentation Report and deliver it to the County and GRANTOR. Following the parties' review and approval of the final baseline report, COUNTY shall retain the Baseline Documentation Report, on file with PRMD, which will serve as an objective information baseline for monitoring compliance with the terms of this Easement.

**11. Remedies for Breach.**

**11.1 COUNTY's Remedies.** In the event of a violation or threatened violation by GRANTOR of any material term, condition or restriction contained in this Easement, COUNTY may, following written notice to GRANTOR, and an opportunity to cure, as set forth herein, institute a suit to enjoin and/or recover damages for such violation and/or to require the restoration of the Easement Area to the condition that existed prior to such violation. The COUNTY's notice to GRANTOR shall contain a description of the condition claimed by COUNTY to be a violation and shall contain a reasonable and specific cure period by which the violation is to cease and the Easement Area is to be restored to the condition that existed prior to the violation which time period may not be less than sixty (60) days. The description of the condition shall contain sufficient detail to identify the required cure. The written notice shall be provided in accordance with Section 20. If GRANTOR is diligently pursuing a cure and cannot complete the cure within the cure period, GRANTOR shall not be in breach of this Agreement so long as GRANTOR is pursuing a cure. GRANTOR shall have sixty (60) days, or such other longer period as specified in the notice, to cure, provided however, if COUNTY reasonably determines that circumstances require immediate action to prevent or mitigate significant damage to the Open Space Values protected by this Easement, COUNTY:

(a) May pursue any and all remedies available under law without waiting for the cure period to expire, and

(b) Shall have the right, upon the giving of 24 hours' written notice, to enter the Easement Area for the purpose of assessing damage or threat to the Open Space Values protected by this Easement and determining the nature of curative or mitigation actions that should be taken.

COUNTY's rights under this Section 11 shall apply equally in the event of either actual or threatened violations of the terms of this Easement. GRANTOR agrees that COUNTY's remedies at law for any violation of the terms of this Easement may be inadequate, depending on the type of violation and the type of damage, and that COUNTY may seek equitable relief, in addition to legal remedies, including injunctive relief, whether prohibitive or mandatory and including specific performance. Such equitable relief shall be, in addition to such other relief, including damages, to which COUNTY may be entitled.

**11.2 COUNTY's Discretion.** Enforcement of the terms of this Easement shall be at the sole discretion of COUNTY, and any forbearance by COUNTY to exercise its rights under this Easement in the event of any violation or threatened violation of any term of this Easement shall not be deemed or construed to be a waiver by COUNTY of such term or of any subsequent violation or threatened violation of the same or any other term of this Easement. Any failure by COUNTY to act shall not be deemed a waiver or forfeiture of COUNTY's right to enforce any term, condition, or covenant of this Easement in the future.

**11.3 Liquidated Damages.** Inasmuch as the actual damages that would result from the loss or deprivation of the Open Space Values of the Easement Area caused by a violation by GRANTOR of the terms of this Easement are uncertain and would be impractical or extremely difficult to measure, GRANTOR and COUNTY agree that the damages allowed by Civil Code section 815.7(c), for any breach of this Easement, established by a final judgment of a court of law or a final confirmed arbitration award, shall be measured as follows:

(a) For an improvement prohibited by this Easement, an amount equal to the product of (i) the market value of the improvement, (ii) the length of time that the improvement exists in the Easement Area (in terms of years or portion thereof), and (iii) the then current annual interest rate for post judgment interest calculated from the date of installation of the prohibited improvement until removal of the improvement; and

(b) For an activity or change in use prohibited by this Easement, whether or not it involves an improvement, an amount equal to any economic gain realized by GRANTOR because of the activity or change in use; and

(c) For an activity or change in use prohibited by this Easement, whether or not it involves an improvement and where there is no measurable economic gain realized by GRANTOR, the product of (i) the cost of restoration, as set forth in a written estimate by a qualified person selected by COUNTY, (ii) the length of time that the prohibited activity or use continues (in terms of years or portion thereof), and (iii) the then current annual interest rate for post judgment interest calculated from the date of the commencement of the prohibited use until cessation of use.

**11.4 GRANTOR's Compliance.** If COUNTY, in the notice given to GRANTOR pursuant to Section 11.1, , demands that GRANTOR remove an improvement, discontinue a use, or both, and claims the damages allowed by Civil Code section 815.7(c), then GRANTOR may

mitigate damages by fully complying with COUNTY's notice within the cure period provided therein. If GRANTOR so complies, then in the event of litigation arising out of the notice, brought either by GRANTOR or by COUNTY, if GRANTOR prevails, then GRANTOR shall be entitled to economic damages, if any, resulting from its compliance with COUNTY's notice. Notwithstanding this Section 11.4, no party shall be entitled to damages, including economic damages, unless that party has provided prior written notice of its intent to seek or claim damages to the other party, and has provided a reasonable opportunity for the other party to avoid or mitigate such damages.

**11.5 Easement Enforcement Costs.** Notwithstanding any other provision of this Easement, should COUNTY bring an action in court or arbitration to enforce a material breach of this Easement, and if COUNTY prevails on its action by a judgment or award of an arbitrator, then COUNTY shall be entitled to fully recover its actual and demonstrated costs associated with investigating and enforcing one or more proven material breaches of this Easement. County's costs include, but are not limited to COUNTY's staff time, legal expenses, and outside consultant expenses incurred in the investigation and enforcement of a breach or breaches established by a final court judgment or final confirmed arbitration award.

**11.6 Remedies Nonexclusive.** The remedies set forth in this Section 11 are in addition to, and are not intended to displace, any other remedy available to either party as provided by this Easement, Civil Code sections 815 et seq. or any other applicable local, state or federal law.

**12. Acts Beyond GRANTOR's Control.** Nothing contained in this Easement shall be construed to entitle COUNTY to bring any action against GRANTOR, nor shall GRANTOR have any liability for (i) any injury to or change in the Easement Area resulting from causes beyond GRANTOR's control, including, but not limited to, fire, flood, storm, earth movement or other Act of God, or a tortious, criminal or other unlawful act of a third party, war, terrorism, insurrection, or governmental regulation which GRANTOR could not have prevented, or (ii) any injury from any prudent action taken by GRANTOR under emergency conditions to prevent, abate, or mitigate significant injury to the Easement Area resulting from such causes so long as such action, to the extent that GRANTOR has control, is designed and carried out in such a way as to further the Open Space Purpose of this Easement.

**13. Arbitration.** If a dispute arises between the parties concerning the consistency of any activity or use, or any proposed activity or use, with the terms, conditions or Open Space Purpose of this Easement, or any other matter arising under or in connection with this Easement or its interpretation or enforcement, either party, with the written consent of the other, may refer the dispute to arbitration by a request made in writing by one party upon the other. The parties shall attempt to reach agreement as to whether GRANTOR may proceed with any activity or use that is the subject of the dispute pending resolution of the dispute in the arbitration. The parties shall select a single arbitrator to hear the matter. If the parties are unable to agree on the selection of a single arbitrator, then each party shall name one arbitrator and the two arbitrators thus selected shall select a third arbitrator who shall be the sole arbitrator. Such arbitrator shall be a retired United States District Court or California Superior Court judge; provided, however, if either party fails to select an arbitrator within fourteen (14) days of delivery of the request for

arbitration, or if the two arbitrators fail to select a third arbitrator within fourteen (14) days after the appointment of the second arbitrator, then a proper court, on petition of any party, shall appoint a qualified arbitrator in accordance with California Code of Civil Procedure sections 1280 et seq., or any successor statutes then in effect. Except as provided in this Section 13, the arbitration shall be conducted in accordance with said statute, including without limitation, the provisions of Section 1283.05 of the Code of Civil Procedure, which are incorporated into, made a part of, and made applicable to any arbitration pursuant to this Section 13. The arbitrator shall determine the nature and extent of any discovery requested. The arbitration, if elected by the parties, shall be conducted on an expedited basis and the arbitrator shall issue a reasoned award on completion of the arbitration. The arbitrator shall solely determine what rules ("Rules") of arbitration shall apply as between the commercial rules of the American Arbitration Association and Judicial Arbitration and Mediation Services, Inc. ("J.A.M.S."). The Open Space Purpose of this Easement, the terms and conditions of this Easement, the applicable laws of the State of California, and the arbitration Rules selected, shall be the bases for determination and resolution, and a judgment on the arbitration award may be confirmed in any court having jurisdiction thereof. The prevailing party shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for all its costs and expenses related to such arbitration, including, but not limited to, the fees and expenses of the arbitrator, which sum shall be determined by the arbitrator and confirmed in any court of competent jurisdiction that may be called upon to enforce the award. Notwithstanding the foregoing sentence, neither party shall be entitled to attorneys' fees in any arbitration.

#### **14. Extinguishment and Condemnation.**

**14.1 Extinguishment.** Subject to the requirements and limitations of California Civil Code § 815 et. Seq., or successor statute then in effect, or other applicable law, if circumstances arise in the future that render the Open Space Purpose of this Easement impossible to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction, and the amount of the compensation to which COUNTY shall be entitled shall be by agreement of the parties, or in the absence of such an agreement, as ordered by a court of competent jurisdiction. All proceeds paid to COUNTY shall be used by COUNTY or its designee for the purpose of the preservation of agriculture and open space within Sonoma County.

**14.2 Condemnation.** If all or any part of the Easement Area is taken by exercise of the power of eminent domain or acquired by purchase in lieu of condemnation; whether by public, corporate, or other authority, so as to terminate this Easement in whole or in part, either GRANTOR or COUNTY (or both, on such conditions as they may agree) may commence appropriate actions to recover the full value of the Easement Area (or portion thereof) subject to the condemnation or in-lieu purchase and all direct or incidental damages resulting therefrom. Any expense incurred by GRANTOR or COUNTY in any such action shall first be reimbursed out of the recovered proceeds; the remainder of such proceeds shall be divided between GRANTOR and COUNTY in proportion to their interests in the Easement Area, as agreed upon by them in writing or, in the absence of such agreement, as ordered by the court in the action recovering the proceeds. If COUNTY determines that the Easement Area or portion of the

Easement Area to be taken is being sought for a use incompatible with this Easement, COUNTY may assert the presumptions contained in California Code of Civil Procedure section 1240.680 and Public Resources Code section 5542.5, or any successor statutes then in effect, to protect COUNTY's interest in the Easement Area and to preserve the Open Space Values of the Easement Area. The terms of this Easement shall terminate as to the portion of the Easement Area taken, but shall remain in effect relative to all other portions of the Easement Area.

**15. Approvals.** Whenever in this Easement 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, conditioned or delayed.

**16. Interpretation and Construction.** To the extent that this Easement may be uncertain or ambiguous such that it requires interpretation or construction, then it shall be interpreted and construed in such a way that best meets the Open Space Purpose of this Easement. It is the intention of the parties that any interpretation or construction shall promote the Open Space Purpose of this Easement.

**17. Easement to Bind Successors.** The Easement herein granted shall be a burden upon and shall continue as a restrictive covenant and equitable servitude running in perpetuity with the Easement Area and shall bind GRANTOR, GRANTOR's heirs, personal representatives, lessees, executors, successors, including but not limited to purchasers at tax sales, assigns, and all persons claiming under them forever. The parties intend that this Easement shall benefit and burden, as the case may be, their respective successors, assigns, heirs, executors, administrators, agents, officers, employees, and all other persons claiming by or through them pursuant to the common and statutory law of the State of California. Further, the parties agree and intend that this Easement creates an easement encompassed within the meaning of the phrase "easements constituting servitudes upon or burdens to the property," as that phrase is used in California Revenue & Taxation Code section 3712(d), or any successor statute then in effect, such that a purchaser at a tax sale will take title to the Easement Area subject to this Easement.

**18. Subsequent Deeds and Leases.** GRANTOR agrees that a clear reference to this Easement will be made in any subsequent deed, or other legal instrument, by means of which any interest in the Easement Area (including, but not limited to, a leasehold interest) is conveyed and that GRANTOR will attach a copy of this Easement to any such instrument. GRANTOR further agrees to give written notice to COUNTY of the conveyance of any interest in the Easement Area at least ten (10) days prior to any such conveyance. These obligations of GRANTOR shall not be construed as a waiver or relinquishment by COUNTY of rights created in favor of COUNTY by Section 17 of this Easement and the failure of GRANTOR to perform any act required by this Section 18 shall not impair the validity of this Easement or limit its enforceability in any way.

**19. Warranty of Ownership.** GRANTOR warrants that it is the owner in fee simple of the Easement Area, and that on the date it executed this Easement the Easement Area is not subject to any deeds of trust.

20. Notices.

20.1 Method of Delivery. Except as otherwise expressly provided herein, all notices, (including requests, demands, approvals or communications) under this Easement shall be in writing and either served personally or sent by U.S. certified first class mail, return receipt requested, private courier or delivery service addressed as follows, and with copies provided as follows:

To GRANTOR, or GRANTOR's successor(s) in interest:

At the mailing address shown on the most recent Sonoma County Assessor's assessment roll for the Hamel Land, presently identified by Assessor's Parcel Number 056-012-008, which currently is:

HFW III, LLC, A Florida Limited Liability Company  
15401 Sonoma Highway  
Sonoma, California 95476

With copies to:

Richard J. Idell, Esq.  
The Idell Firm, a Professional Corporation  
465 California Street, Suite 500  
San Francisco, California 94104  
Email: [Richard.idell@idellfirm.com](mailto:Richard.idell@idellfirm.com)

And

George F. Hamel, Jr.  
15401 Highway 12  
Sonoma, CA 95476

Email: [George@hamelfamilywines.com](mailto:George@hamelfamilywines.com)

To COUNTY c/o

Director,  
Sonoma County Permit and Resource Management Department

2550 Ventura Ave.  
Santa Rosa, CA 95403  
Email : [Tennis.Wick@sonoma-county.org](mailto:Tennis.Wick@sonoma-county.org)

With a copy to:

Office of Sonoma County Counsel  
575 Administration Drive, Suite 105A  
Santa Rosa, California 95403  
[Jennifer.Klein@sonoma-county.org](mailto:Jennifer.Klein@sonoma-county.org)

Or to such other address as either party from time to time shall designate by written notice pursuant to this Section 20. Notices and copies of notices provided for above, when served personally or sent by first class mail, private courier or delivery service, shall also be sent by email within one business day of serving or sending the notice or copies of notice. Notices solely provided by email, however, shall not be effective.

**20.2 Effective Date of Notice.** Notice shall be deemed given for all purposes as follows:

(a) When mailed certified first class postage prepaid, return receipt requested, to the mailing address shown on the most recent Sonoma County Assessor's assessment roll, or the last address designated by the recipient pursuant to Section 20.1, whichever address is more recent, notice is effective on the date shown on the return receipt card.

(b) When delivered by overnight delivery with charges prepaid or charged to the sender's account, notice is effective at the time of actual delivery as confirmed by the delivery service.

(c) If served in person, notice shall be deemed given at the time of actual delivery.

**20.3 Refused or Undeliverable Notices.** Any correctly addressed notice that is refused or undeliverable because of an act or omission of the party to be notified shall be considered to be effective as of the first date that the notice was refused or considered undeliverable by the postal authorities, messenger, or overnight delivery service.

**21. Amendment.** If circumstances arise under which an amendment or modification of this Easement would be appropriate, GRANTOR and COUNTY shall be free to jointly amend this Easement, provided that any amendment shall be consistent with the Open Space Purpose of this Easement, shall ensure protection of the Open Space Values of the Easement Area, shall not affect the Easement's perpetual duration, and shall be consistent with Civil Code 815, et seq. and any successor statute then in effect. Any such amendment shall be in writing, executed by both GRANTOR and COUNTY, and recorded in the Office of the Sonoma County Recorder.

**22. No Forfeiture.** Nothing contained in this Easement shall result in a forfeiture or reversion of GRANTOR's title in any respect.

**23. Termination of Rights and Obligations.** A party's rights and obligations under this Easement shall terminate upon transfer of the party's interest in the Easement Area, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

**24. Applicable Law and Forum.** This Easement shall be construed and interpreted according to the substantive law of California, excluding the law of conflicts. Any action to enforce the provisions of this Easement or for the breach thereof shall be brought and tried in the County of Sonoma.

**25. Pronoun Number and Gender.** Whenever used herein, unless the provision or context otherwise requires, the singular number shall include the plural and the plural the singular, and the masculine gender shall include the feminine and neuter.

**26. GRANTOR and COUNTY.** Wherever used herein, the terms GRANTOR and COUNTY, and any pronouns used in place thereof, shall mean and include the above-named GRANTOR and its heirs, personal representatives, lessees, executors, successors, and assigns, including any persons claiming under them, and the above-named COUNTY and its successors and assigns, respectively.

**27. COUNTY's Director of PRMD.** Wherever used herein, the term COUNTY's Director of PRMD, and any pronoun used in place thereof, shall mean and include the Director of PRMD and his duly authorized representatives.

**28. Administration and Monitoring.**

**28.1 Administration.** COUNTY shall have the right to establish and impose reasonable fees and charges on GRANTOR for COUNTY's administrative activities conducted in connection with the Easement other than annual monitoring. COUNTY's administration activities under this Section 28.1 shall be limited to consideration of GRANTOR's requests for approvals required under this Easement or GRANTOR's requests for Easement interpretations, and any other activities undertaken by COUNTY at GRANTOR' request in connection with this Easement. Such fees and charges may include requiring GRANTOR to reimburse COUNTY staff time, COUNTY's reasonable legal expenses, and necessary and reasonable outside consultant expenses, however in no event shall COUNTY's fees and charges exceed the greater of: (i) actual expenses incurred by COUNTY in performing such services; or (ii) the reasonable costs of providing such services.

**28.2 Monitoring.** COUNTY shall have the right to recover from GRANTOR the cost of providing one on-site monitoring inspection per calendar year, January to December, unless GRANTOR submits the monitoring report ("Monitoring Report") described in subsection (a) of this Section 28.2, to the Director of PRMD, in which case COUNTY shall not have the right to recover from GRANTOR the cost of on-site monitoring inspection. When an on-site monitoring inspection is conducted because no report was submitted, COUNTY's cost recovery for monitoring under this subsection is limited to (i) five times the hourly rate for a Planner III in effect at the time of the activity, or (ii) COUNTY's actual costs, whichever is less.

(a) **Monitoring Report.** The Monitoring Report referred to in Section 28.2 shall be in writing and may be prepared by GRANTOR. The Monitoring Report shall cover the period January 1st to December 31<sup>st</sup> of the year immediately prior to the year in which the Monitoring Report is submitted by GRANTOR. The Monitoring Report shall be submitted by March 1<sup>st</sup> of each year to the COUNTY at the address specified under Section 20.. The Monitoring Report shall conform to the standards and criteria in the form provided at Exhibit "D," and shall include photographs of portions of the Easement Area where there have been material physical changes and a description of all physical changes to the Easement Area occurring during the Monitoring Report reporting period, or since the last Monitoring Report, whichever time frame is longer, including changes due to major natural events such as forest fire, disease, or landslide, provided that the Monitoring Report does not have to document minor natural occurring changes such as growth of plants or trees, or trees that have fallen. If the areas depicted in the Baseline Documentation Report have not materially changed, then no photographs of the areas photographed for the Baseline Documentation Report are necessary and the Monitoring Report may only state that there have been no material physical changes to the Easement Area.

(b) For the avoidance of doubt, the COUNTY will not recover costs for monitoring inspection in 2016, the year in which this Easement is executed, or 2017, the first year for which a Monitoring Report is due. The first monitoring report will be due March 1, 2018, for the period from execution of this Easement until December 31, 2017. The next report will be due by March 1, 2019.

**28.3. Information Requests.** If the COUNTY has received a complaint about GRANTOR'S maintenance or use of the Easement Area, or otherwise has a reasonable belief that grantor may not be in compliance with this easement, then COUNTY shall have the right to request and receive reasonable information concerning use or condition of the Easement Area from GRANTOR for the purpose of determining compliance with this Easement. Requests for information shall be made in writing and provided to GRANTOR consistent with the notice provisions of Paragraph 20. GRANTOR shall respond to requests for information within forty-five (45) days of receipt of County's request, unless an extension of time is obtained from COUNTY.

**28.4. Site Visits.** COUNTY may conduct site visits only as set forth in Section 4.2.

**29. Entire Agreement.** This instrument sets forth the entire agreement of the parties with respect to this Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to this Easement, all of which are merged herein. No alteration or variation of this instrument shall be valid or binding unless contained in a written amendment prepared, executed and recorded in accordance with Section 21.

**30. Severability.** In the event any provision of this Easement is determined by the appropriate court to be void or unenforceable, all remaining terms and conditions shall remain

valid and binding. If the application of any provision of this Easement is found to be invalid or unenforceable as to any particular person or circumstance, the application of such provisions to persons or circumstances, other than those as to which it is found to be invalid, shall not be affected thereby.

**31. Estoppel Certificates.** COUNTY shall, at any time during the existence of this Easement, upon not less than thirty (30) days' prior written notice from GRANTOR, execute and deliver to GRANTOR a statement in writing certifying that this Easement is unmodified and in full force and effect (or, if modified, stating the date of execution and date of recording of the respective amendment) and acknowledging that there is not, to COUNTY's knowledge, any default by GRANTOR hereunder, or, if COUNTY alleges a default by GRANTOR, specifying such default. COUNTY's obligation to deliver the statement of certification is conditioned on GRANTOR's reimbursing COUNTY for all costs and expenses reasonably and necessarily incurred in its preparation as determined by COUNTY's Director of PRMD.

**32. Execution.** GRANTOR shall execute this Easement, cause the same to be acknowledged, and deliver said executed and acknowledged instrument to COUNTY in such form as to permit its acceptance by COUNTY and recordation in the Office of the Sonoma County Recorder.

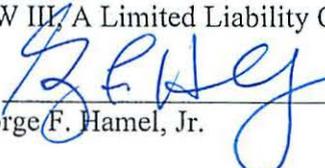
**33. No Liens, Encumbrances, or Conveyances.** GRANTOR warrants that after it has executed this Easement, it will not record any lien, encumbrance, or otherwise convey any right, title, or interest in and to the Easement Area until such time as this Easement has been accepted and recorded by COUNTY.

**34. Effective Date.** This Easement shall be effective as of the date of its acceptance by COUNTY pursuant to California Government Code section 27281.

**35. Assignment.** As set forth in Section 17, this Easement shall be deemed transferred and assigned to GRANTOR's successor upon any sale of the Hamel Land and no consent is required from COUNTY for any such transfer. COUNTY may assign this Easement to another agency or body but must provide notice to GRANTOR, provided that such assignee will agree in writing to be bound by all of the provisions hereof.

IN WITNESS WHEREOF, GRANTOR and COUNTY have executed this Easement this  
15 day of September, 2016.

GRANTOR:  
HFW III/A Limited Liability Company

By:   
George F. Hamel, Jr.

COUNTY:

COUNTY OF SONOMA

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

ATTEST:

\_\_\_\_\_  
Clerk of the Board of Supervisors

EXHIBIT "A"

Hamel Land Property Description

LEGAL DESCRIPTION

EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA OF THE COUNTY OF SONOMA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL ONE :

Beginning at the Northeast corner of Lot 15 of Section 23 in Township 6 North, Range 6 West, M.D.B&M., according to the official plat of Survey of said lands by the United States; thence South 23° East 1330 feet; thence South 6° 45' West 390 feet; thence South 55° 15' West to a point which is North 56° 42' East 1775 feet from the Easterly line of State Highway 12; thence South 56° 42' West 1775 feet to said Easterly line of State Highway 12; thence Northerly along said Easterly line of State Highway 12, 1707.59 feet; thence North 57° 12' East 3287.66 feet to the point of beginning.

EXCEPTING therefrom any portion of said property conveyed to County of Sonoma by Deed recorded June 29, 1955 Recorder's Serial No. E-53594, Sonoma County Records.

ALSO EXCEPTING therefrom any portion of said property described in the judgment and final order of condemnation, in favor of County of Sonoma, a certified copy thereof being recorded June 28, 1960 in Book 1766 of Official Records at page 47, Recorder's Serial No. G-15961, Sonoma County Records.

ALSO EXCEPTING therefrom the reservation of oil, natural gas, etc., as contained in the deeds from Northwestern Pacific Railroad Company, a Corporation recorded April 23, 1952 in Book 1123 of Official Records at pages 122 and 126, Sonoma County Records.

**Note: As an appurtenance to the land herein described, the following easement should be included on the Deed or Deed of Trust to be recorded. This appurtenance is shown for information purposes only and is not to be construed as a part of this report.**

PARCEL TWO:

Being a portion of Ranch Agua Caliente, in Township 6 North, Range 6 West, M.D.B.&M., according to Official plots of survey of said lands by the United States and being described as follows:

A 6 foot wide water supply easement lying 3 feet either side of the following described centerline:

Commencing at the most Southeast corner of Parcel Two as said parcel is described in Deed from Peter Domenci to Henry Parducci on October 2, 1956 recorded in Book 1472 of Deeds at Page 412, Sonoma County Records, said corner also being on the Westerly line of State Highway 12; thence leaving said corner along said Westerly line of State Highway 12, North 30° 22' West, 134.3 feet to the true point of beginning of said centerline of easement; thence leaving said point of beginning and said Westerly line of State Highway 12, South 62° 22' 16" West 460.3 feet; thence South 76° 10' 25" West, 493.6 feet; thence South 73° 40' 14" West, 101.2 feet; thence South 58° 50' 45" West, 1591.5 feet; thence South 67° 57' 17" West, 239.4 feet; thence North 46° 42' 21" West, 57.2 feet, more or less, to the Winery Building and end of the herein described easement centerline.

EXCEPTING therefrom that portion of the herein described lying within the Madrone Road right of way as described in Deed from Henry Parducci to the County of Sonoma in Book 1766 at Page 49, Sonoma County Records.

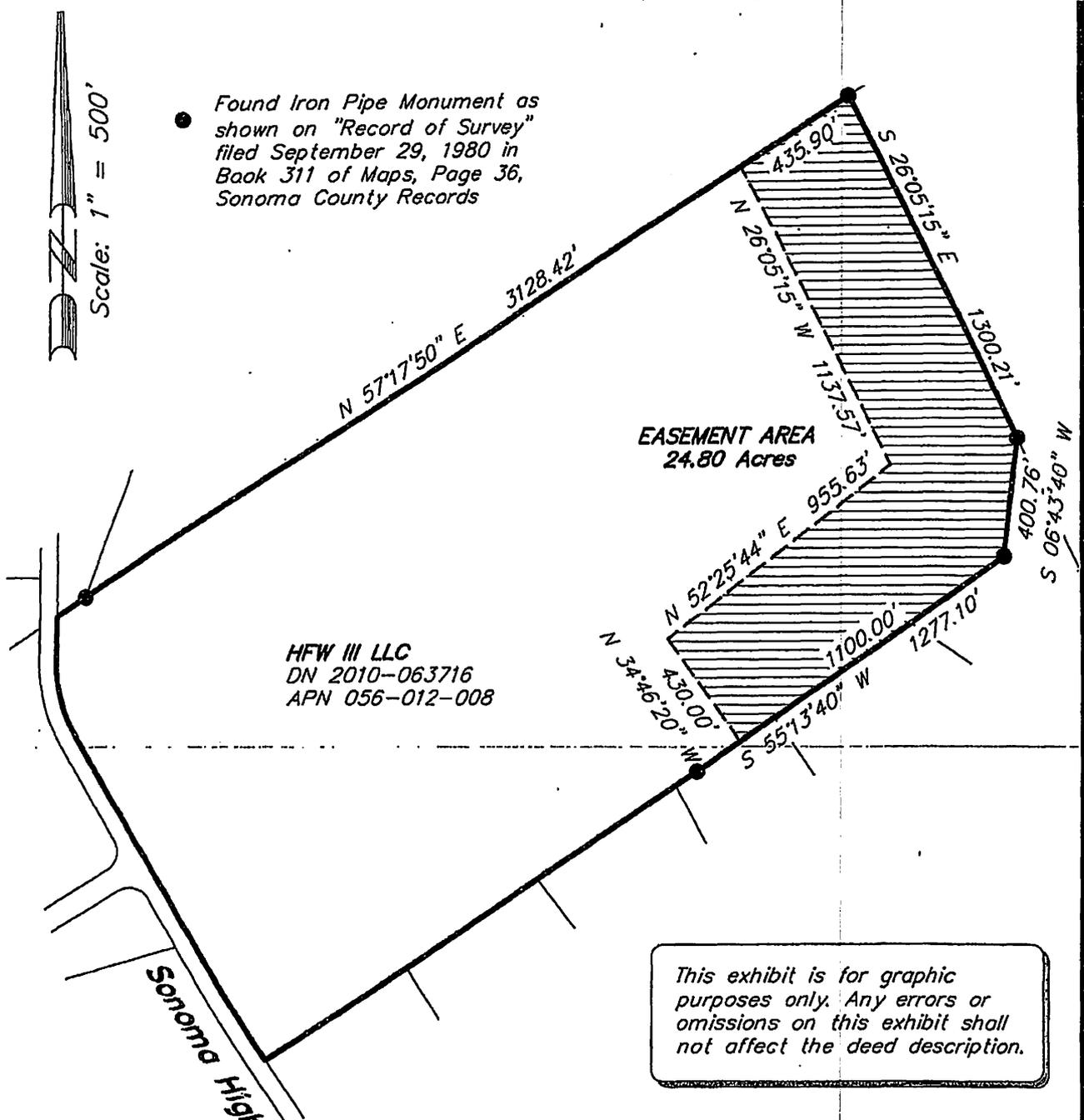
APN: 056-012-008

**EXHIBIT "B"**

**Property Description of Portion of Hamel Land Subject to Easement ("Easement Area")**



- Found Iron Pipe Monument as shown on "Record of Survey" filed September 29, 1980 in Book 311 of Maps, Page 36, Sonoma County Records



*This exhibit is for graphic purposes only. Any errors or omissions on this exhibit shall not affect the deed description.*

**Easement Plat**

File: T:\2010 PROJECTS\10092\dwg\10092-4 CONSERV-EASE.dwg Time: Feb 06, 2014 -- 3:35pm

*Paul M. Brown*  
Paul M. Brown, PLS 5087  
my license expires 6/30/15



**adobe associates, inc.**  
civil engineering | land surveying | wastewater  
1220 N. Dutton, Ave., Santa Rosa, Ca. 95401  
P (707) 541-2300; F (707) 541-2301

Job No. 10092.4

APN 056-012-008

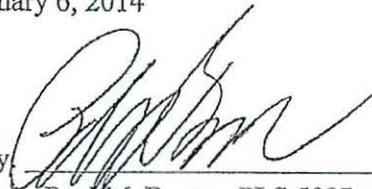
February 2014

A portion of the lands of HFW III LLC, a Florida Limited Liability Company as described by Grant Deed recorded August 3, 2010 under Official Records Document Number 2010-063716, Sonoma County Records, said portion being particularly described as follows:

Beginning at a ½ inch iron pipe tagged RCE 14946 marking the most northerly corner of said lands of HFW III LLC, as said lands are shown on "Record of Survey" filed September 29, 1980 in Book 311 of Maps, Page 36, Sonoma County Records (said lands are depicted as the lands of Parducci on said map); thence from said point of beginning and along the northeasterly line of said lands of HFW III LLC, S 26°05'15" E, 1300.21 feet, to a ½ inch untagged iron pipe in a fence line; thence continuing along said northeasterly line, S 06°43'40" W, 400.76 feet to ½ inch iron pipe tagged RCE 14946; thence along the southeasterly line of said lands of HFW III LLC, S 55°13'40" W, 1277.10 feet; thence leaving said southeasterly line, N 34°46'20" W, 430.00 feet; thence N 52°25'44" E, 955.63 feet; thence N 26°05'15" W, 1137.57 feet, to a point on the northwesterly line of said lands of HFW III LLC; thence along said northwesterly line N 57°17'50" E, 435.90 feet, to the point of beginning. Containing an area of 24.80 acres, more or less.

Date: February 6, 2014

Prepared by



Paul M. Brown, PLS 5087  
My license expires 06/30/15



## EXHIBIT "C"

### Restricted Uses and Reserved Rights of the Easement Area

**1. General Requirements for All Uses.** Use of the Easement Area shall be confined to activities and use that re consistent with the Open Space Purpose of this Easement. Any activity or use of the Easement Area that is inconsistent with the Open Space Purpose of this Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly permitted, restricted or prohibited in the Easement Area as set forth below.

GRANTOR and COUNTY acknowledge that the following list does not constitute an exhaustive recital of consistent and inconsistent activities and uses, but rather (i) establishes specific allowed activities and uses, (ii) establishes specific prohibited activities and uses, and (iii) provides guidance for determining the consistency of similar activities and uses with this Easement, in accordance with the procedure set forth in Section 7.

a. Compliance with Governmental Regulations. All activities and uses in the Easement Area shall be subject to and undertaken in accordance with all applicable federal, state, and local statutes, ordinances, rules, and regulations.

b. Compliance with Terms, Conditions and Open Space Purpose of this Easement. All activities and uses in the Easement Area shall be undertaken in a manner consistent with the terms, conditions and Open Space Purpose of this Easement.

c. Protection of Open Space Values. All activities and uses in the Easement Area shall be undertaken in a manner reasonably designed to protect and preserve the Open Space Values.

d. Protection of Soil and Water. No activity or use in the Easement Area, including grazing, shall be undertaken in a manner that results in significant soil degradation or pollution, or significant degradation or pollution of any surface or subsurface waters.

e. Notice and Approval Procedures. Whenever in this Exhibit "C", prior notice to or approval by COUNTY is required, such notice shall be given and approval shall be obtained in accordance with Section 7 of this Easement.

**2. Land Uses.** Residential, commercial or industrial use of or activity in the Easement Area is prohibited. Other use of the Easement Area is restricted solely to natural resource protection, habitat restoration and enhancement, low-intensity recreational and educational use, and grazing, all as defined in this Paragraph 2 below.

a. Natural Resource Protection. GRANTOR may take all actions necessary or appropriate to preserve and protect the natural resources of the Easement Area in accordance with sound, generally accepted conservation practices.

b. Habitat Restoration and Enhancement. GRANTOR may undertake conservation and habitat restoration and enhancement activities in accordance with subsection (e) of Paragraph 5 of this Exhibit "C".

c. Recreational and Educational Use. GRANTOR reserves the right to use the Easement Area for low intensity outdoor recreational purposes, including hiking, horseback riding, nature study and other such uses similar in nature and intensity. All improvements associated with the recreational and educational uses shall be placed or constructed consistent with subsection (b) of Paragraph 4 of this Exhibit "C".

d. Agricultural Use for Grazing. GRANTOR reserves the right to use the Easement Area for low-intensity livestock grazing for the production of food and /or fiber. Such grazing use of the Easement Area shall be consistent with the Open Space Values and undertaken in accordance with sound, generally-accepted agricultural and soil conservation practices, and in a manner that preserves the long-term agricultural productive capacity and open and scenic character of the Easement Area.

**3. Subdivision and Parcels.** GRANTOR and COUNTY acknowledge and agree that the Easement Area is now and shall always remain a portion of the Hamel Land which is one legal parcel under one common ownership. GRANTOR shall not divide the Easement Area, whether by subdivision, conveyance, lot line adjustment, or any other means, nor shall GRANTOR gain or seek to gain recognition, by certificate of compliance or otherwise, of additional parcels which may have previously been created in the Easement Area by prior patent or deed conveyances, subdivisions, or surveys, nor shall GRANTOR place or convey any portion of the Easement Area into ownership separate from the whole of the Easement Area. GRANTOR acknowledges and agrees that, notwithstanding the existence of subordinate legal parcels, assessor's parcels or historic parcels, no portion of the Easement Area may be sold or conveyed separate from the Easement Area as a whole except as follows:

a. Conveyance to Government or Non-Profit Entity. Subject to prior written approval by COUNTY, which approval shall not be unreasonably withheld or delayed, GRANTOR may voluntarily convey all or a portion of the Easement Area to a government or non-profit entity exclusively for conservation or public access purposes.

b. Leases. GRANTOR reserves the right to lease all or a portion(s) of the Easement Area for the permitted grazing, recreational, or educational uses described in Paragraph 2 of this Exhibit C.

**4. Structures and Improvements.** Placement, construction and reconstruction of improvements and structures in the Easement Area are prohibited except as set forth herein. Other improvements in the Easement Area are prohibited except as provided for within this Paragraph 4.

a. Maintenance, Repair or Replacement of Existing Improvements. GRANTOR may maintain, repair or replace improvements existing at the date hereof, or constructed subsequently pursuant to the provisions of subsection (b) of this Paragraph 4, as follows:

(i) If the maintenance, repair or replacement does not increase the land surface area of an improvement, or change its location or function, no notice to or approval by COUNTY shall be required.

(ii) Any maintenance, repair or replacement that materially increases the land surface area of an improvement, or changes its location or function shall be treated as new construction and shall be subject to the provisions of subsection (b) of this Paragraph 4.

(iii) For purposes of subsection (a) of this Paragraph 4, the term "improvements," includes paved and unpaved roads, fences, gates, underground utilities, and internal directional signs that do not exceed two (2) square feet in size.

b. Improvements for Recreational and Educational Uses. Subject to prior written approval of COUNTY, GRANTOR may construct minor improvements associated with permitted low-intensity outdoor recreational and educational uses such as, for example, a single-track unpaved trail.

c. Roads and Driveways. Subject to prior written approval of COUNTY, GRANTOR may construct new unpaved roads, and may reconstruct or expand existing unpaved roads in the Easement Area, provided that all such roads (i) are directly required for uses and activities allowed on the Easement Area, (ii) are necessary for fire safety, and (iii) are the minimum necessary for such uses, activities and fire safety. Roads shall be constructed and maintained so as to minimize erosion and sedimentation and ensure proper drainage, utilizing best management practices for roads as recommended by California Department of Fish and Wildlife or other similar or successor entity. Roads constructed subsequent to this Easement may not be paved with asphalt, concrete or other impervious surface unless such paving is required by any federal, state or local law, code, ordinance or regulation. Roads that are expressly abandoned, permanently closed and/or decommissioned shall be revegetated with native species, stabilized and ensured of proper drainage. Native trees shall not be removed for purposes of road or driveway construction or maintenance except as provided in subsection (f) of Paragraph 5 of this Exhibit "C".

d. Fences and Gates. Without prior approval of COUNTY, GRANTOR may construct, place and erect fencing and gates, including but not limited to boundary fencing between the Easement Area and the rest of the Hamel Lands, as necessary to protect and manage permitted agricultural uses on the Hamel Land and in the Easement Area. This includes fencing necessary to keep wildlife out of vineyard areas on the Hamel Land in order to prevent damage to or destruction of vineyard areas. All fencing and gates shall preserve the scenic values of the Easement Area, provided however, that the fencing in place at the date of this Agreement, as previously inspected by the County, and to be documented in the Baseline Documentation

Report, is deemed acceptable. Fencing is deemed acceptable where necessary to protect permitted agricultural uses on the Hamel Land or within the Easement Area. In the event of destruction or deterioration of any fences and gates, whether existing at the date hereof, or constructed subsequently pursuant to the provisions of this Easement, GRANTOR may maintain and/or replace such fencing and gates pursuant to the provisions of this subsection (d). In the event any fence or gate, or portion thereof, becomes unnecessary for the uses described in this subsection (d), GRANTOR shall remove such fencing or gate from the Easement Area.

e. Utilities and Energy Resources. Subject to prior written approval of COUNTY, GRANTOR may expand existing underground utilities or develop or construct new underground utilities, including but not limited to electric power, septic or sewer, communication lines, and water storage and delivery systems, provided that such utilities are directly required for permitted uses on the Easement Area and are reasonably scaled to serve only those uses, provided however, to the extent that existing utility easements exist within the Easement Area, then nothing in this Easement shall interfere with those existing utility easements and the benefiting utility may operate under their easement(s) in accordance with their terms.

f. Signs. GRANTOR reserves the right to construct internal directional signs that do not exceed two (2) square feet in size.

**5. Land and Resource Management.** All land and resource management activities shall be designed and implemented in accordance with sound, generally accepted conservation practices and in furtherance of the Open Space Values of this Easement.

a. Surface Alteration. Alteration of the contour of the Easement Area in any manner whatsoever is prohibited, including, but not limited to, excavation, removal or importation of soil, sand, gravel, rock, peat or sod, except as reasonably necessary in connection with the uses allowed under this Exhibit "C". In connection with allowed uses, movement of over 50 cubic yards of material in any calendar year is subject to prior written approval of COUNTY.

b. Water Resources. Draining, filling, dredging, diking, damming or other alteration, development or manipulation of watercourses, subsurface water, springs, ponds and wetlands is prohibited except as reasonably necessary in connection with the restoration and enhancement of natural resources allowed under Paragraph 5(e). Subject to the limitations of this subsection (b) of Paragraph 5, GRANTOR reserves all rights and entitlements to use of surface and subsurface water as may exist under state or federal law.

c. Mineral Exploration. Exploration for, or development and extraction of, geothermal resources, sand, gravel, soils, rock, or other minerals or hydrocarbons by any surface or sub-surface mining or any other method is prohibited.

d. Fire Management. GRANTOR reserves the right to undertake vegetation management activities for the purpose of fire control provided the techniques used minimize harm to native wildlife and plants. Fire management methods are limited to:

(i) brush removal, mowing and low intensity grazing of the Property, or other methods of similar nature and intensity within 100 feet of structures, without need for notice to or approval from COUNTY; and

(ii) brush removal, mowing and limited grazing of the Property, or other methods of similar nature and intensity more than 100 feet from structures, with notice to COUNTY; and

(iii) prescriptive burning undertaken in a manner consistent with the standards and requirements of the local fire protection agency having jurisdiction, subject to prior written notice to COUNTY.

(iv) shaded fuel breaks, with prior written approval from COUNTY.

The requirement for notice under this section shall be satisfied by the submission of an annual fire management plan.

e. Restoration and Enhancement. GRANTOR reserves the right to undertake conservation and restoration of biotic and natural resources, including, but not limited to, bank and soil stabilization, practices to reduce erosion, enhancement of water quality, plant and wildlife habitat, and activities which promote biodiversity in accordance with sound, generally accepted conservation practices.

f. Native Vegetation and Tree Removal. Harvesting, cutting, removal or destruction of any native vegetation and trees is prohibited, except as reasonably necessary (i) to control insects and disease, (ii) to prevent personal injury and property damage, (iii) for the purpose of fire management in accordance with subsection (d) of this Paragraph 5, (iv) to construct, maintain, repair or improve necessary roads, paths or trails; and (v) for natural resource management, including native seed collection and plant propagation for use in the Easement Area as set forth in subsection (e) of this Paragraph 5.

g. Non-Native Plant and Animal Removal. GRANTOR may remove or control invasive, non-native plant species or feral, non-native animal species that threaten the Open Space Purpose of this Easement or impede the growth of native species.

h. Native Animal Removal. Killing, hunting, trapping, injuring or removing native animals from the Easement Area is prohibited except (i) under imminent threat to human life or safety or damage to real or personal property, including growing crops, or, (ii) as reasonably necessary to promote or sustain biodiversity in accordance with restoration and enhancement activities in connection with subsection (e) of this Paragraph 5, using selective control techniques consistent with the policies of the Sonoma County Agricultural Commissioner and other governmental entities having jurisdiction.

i. Solar Energy Systems. Installation of solar energy improvements on the Easement Area is prohibited. The parties agree that the provisions of this section restricting installation of solar energy systems on the Easement Area are "reasonable restrictions" within

the meaning of California Civil Code Section 714. In particular, GRANTOR agrees that such restrictions within the Easement Area are reasonable since the Easement Area represents only 24.8 acres of the larger 124.43 acre Property owned by GRANTOR. As such, GRANTOR has the ability to locate such solar energy systems and facilities on the portion of the Hamel Land that is outside the Easement Area.

**6. Easements.** GRANTOR, and third parties who have been granted easements, may continue the use of existing easements of record granted prior to this Easement. The granting of new temporary or permanent easements, and the modification or amendment of existing easements is prohibited without the prior written approval of the COUNTY. It is the duty of GRANTOR to act reasonably to prevent the use of the Easement Area by third parties that may result in the creation of prescriptive rights, provided however, that GRANTOR shall not be required to incur the cost and expense of litigation.

**7. Off-road Motorized Vehicle Use.** Use of motorized vehicles off roadways or trails is prohibited, except for the minimum use necessary in connection with permitted agriculture, conservation or wildlife management activities and as necessary for immediate emergency access to the Easement Area.

**8. Dumping.** Dumping, releasing, burning or other disposal of wastes, refuse, debris, non-operative motorized vehicles or hazardous substances is prohibited.

**9. Outdoor Storage.** Outdoor storage of work materials in areas that may be visible from public roadways is prohibited except as follows:

(a) Storage of Construction Materials. GRANTOR may store construction and other work materials needed during construction of permitted structures and improvements on the Easement Area (as provided for by subsection (b) of Paragraph 4 of this Exhibit "C") while work is in progress and for a period not to exceed thirty (30) days after completion or abandonment of construction. Construction shall be deemed abandoned if work ceases for a period of 180 days.

**EXHIBIT "D"**

**MONITORING REPORT STANDARDS AND CRITERIA**

**The following form shall be used when submitting the Monitoring Report required under Section 28.2 of the Conservation Easement**

## CONSERVATION EASEMENT MONITORING REPORT

(Attach additional sheets & reference question #, if more space needed)

1. Easement Name:

CONSERVATION EASEMENT AGREEMENT  
Between HFW III and the County of Sonoma

2. Size in Acres: 24.8 acres

3. Date Conservation Easement Acquired (month & year recorded), and Official Record Number:

Date: \_\_\_\_\_, 2016  
OR#: \_\_\_\_\_

4. Location (street, town, county, state):

Highway 12, Sonoma, California 95476, nearest mailing address:

15401 Sonoma Highway  
Sonoma, California 95476

5. Assessor's Parcel Number (APN): \_\_\_\_-\_\_\_\_-\_\_\_\_

6. Current Owner:

Name, Address, Phone and Email:

7. Local Contact for Current Owner (if necessary):

Name, Address, Phone and Email:

8. Person preparing this report:

Name, Title, Company, Address, Phone and Email:

9. If the person preparing this report is not the Current Owner of the fee restricted by the Conservation Easement, then did the owner of the fee accompany you on the inspection?

Yes  No  Not applicable

10. Has the property been transferred since the last monitoring report?

Yes  No

If yes, please identify:

Deed from:

Deed to:

Sonoma County Recorder's Office  
Official Record Number or Book & Page:

Date of Recordation:

11. Have any other documents been recorded affecting the Easement Area, since the last monitoring report, such as a deed of trust, Land Conservation Act Contract, or easement?

Yes  No

If yes, please identify:

Record document title:

Sonoma County Recorder's Office  
Official Record Number or Book & Page:

Date of Recordation:

12. Description of Current Land Use of the Easement Area:

13. List human-caused material alterations (for example, restoration, construction, grading, new or altered trails, changes due to fire management activities or grazing) since the easement was last monitored or the last submission of a Monitoring Report. If "none" indicate none. Please describe material alteration: note location, extent, purpose, individual responsible [if known]. Attach maps, photos, illustrations.

14. List natural material alterations (for example, flooding, fire, landslide, erosion, insect infestation, or ecological succession) since the easement was last monitored or the last submission of a Monitoring Report. If "none" indicate none. Note location and nature of material changes. Is any maintenance needed (i.e. road, trail, or fence repair)? What is the nature of any observed material change (i.e. soil erosion, tree on fence, bridge washed out, etc.)? Outline recommended actions (i.e. observe, or repair immediately). Attach maps, photos, illustrations.

15. To the best of your knowledge and observation, are restrictions in the conservation easement being complied with?

\_\_\_\_\_ Yes

\_\_\_\_\_ No

List any concerns regarding compliance here:

16. Did you note any possible violations of the terms of the conservation easement?

Yes

No

If yes, please describe the possible violation and steps taken or to be taken to address it, and the time line for remediation. Be as specific as you can.

17. Other comments or observations (include condition/land use on adjacent properties):

18. METHOD OF INSPECTION:

Air

Ground

19. DAY and TIME OF THE INSPECTION:

Date:

Time:

TOTAL TIME SPENT ON THE PROPERTY:

20. LIST THE NAMES OF ALL PERSONS ATTENDING INSPECTION (landowner & others):

21. WERE THERE ANY CONDITIONS ON THE PROPERTY, INCLUDING BUT NOT LIMITED TO THE PRESENCE OF CATTLE, WHICH IMPEDED A FULL INSPECTION?

Yes  No

If yes, please explain:

22. PLEASE INDICATE THE NUMBER OF THE FOLLOWING ATTACHED TO THIS REPORT. Be sure to sign and date all materials and provide a description & map showing where on-site photos and illustrations were taken:

\_\_\_\_ aerial photos

\_\_\_\_ ground photos

\_\_\_\_ maps

\_\_\_\_ illustrations

\_\_\_\_ other

\_\_\_\_ none

MONITOR INFORMATION:

Name:

Title:

Company:

Address:

Phone:

Email Address:

MONITOR'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

STATEMENT BY OWNER:

I am familiar with the land restricted by the conservation easement listed above, and have prepared or reviewed this monitoring inspection report for the conservation easement on my property. I state that the information contained in this report is correct to the best of my knowledge.

Property Owner's Name and Signature:

NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

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

---

Received by COUNTY OF SONOMA:

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

By: \_\_\_\_\_

Print Name:

Print Title:

Print Department:

Copy to County Counsel provided on date: \_\_\_\_\_

CERTIFICATE OF ACCEPTANCE

(Government Code § 27281)

This is to certify that the interest in real property conveyed by the Conservation Easement Agreement dated \_\_\_\_\_ from HFW III, a Florida limited liability company, (GRANTOR), to the County of Sonoma, a political subdivision of the State of California, (GRANTEE), is hereby accepted by order of the Board of Supervisors for the County of Sonoma on \_\_\_\_\_, and the County of Sonoma consents to recordation thereof by its duly authorized officer.

Dated: \_\_\_\_\_

COUNTY OF SONOMA

By: \_\_\_\_\_  
Efren Carrillo, Chair  
Board of Supervisors

Attest:  
CLERK OF THE BOARD

By: \_\_\_\_\_

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of SONOMA

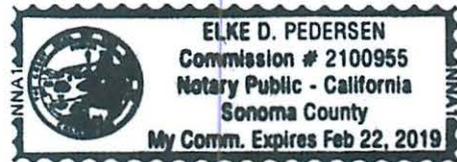
On SEPTEMBER 15, 2016 before me, ELKE PEDERSEN, NOTARY PUBLIC  
(insert name and title of the officer)

personally appeared GEORGE FELIX HAMEL, JR  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



**CERTIFICATE OF ACCEPTANCE**  
(Government Code Section 27281)

This is to certify that the interests in real property conveyed by the Conservation Easement Agreement dated \_\_\_\_\_ from HFW III, a Florida limited liability company, (GRANTOR), to the County of Sonoma, (GRANTEE), is hereby accepted by order of the Board of Supervisors for the County of Sonoma on \_\_\_\_\_, and the County of Sonoma consents to recordation thereof by its duly authorized officer.

COUNTY OF SONOMA

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Shirlee Zane, Chair  
Board of Supervisors

ATTEST:  
CLERK OF THE BOARD

By: \_\_\_\_\_



## 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:** February 7, 2017

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Dean Parsons 565-1948

**Supervisorial District(s):**

County-wide

**Title:** Planning Consultant Contract Amendment

### **Recommended Actions:**

Authorize the Director of the Permit and Resource Management Department to execute an amendment to an agreement with Land Logistics Planning & Development Services, extending the term from June 23, 2017 to June 22, 2018, and increasing the contract amount by \$185,000 resulting in a new not-to-exceed amount of \$360,000 (costs to be reimbursed by project applicants).

### **Executive Summary:**

The Project Review Division typically processes planning applications submitted to Permit Sonoma. This division has seen a 53% increase in planning applications since April 2014. The Department is currently in a two-year contract ending in June, 2017 with Land Logistics Planning and Development Services to assist in processing planning applications. A second two-year contract was recently approved by the Board on December 13, 2016 with e360, a second planning consultant assisting in processing planning applications. Due to the retirement of four planners in May/June 2016, the division needs additional assistance in processing planning applications. All four vacant planner positions have been filled but considerable training of new planners is required while processing of planning applications continues. Land Logistics continues to work on planning applications and their services are required to process planning applications in a timely manner.

### **Discussion:**

Part of the increased planning application workload includes more complex application types such as winery use permits and appeals that require preparation of detailed environmental review documents such as Mitigated Negative Declarations and Environmental Impact Reports. Historically, work of this nature is completed by the most experienced Planner III's, but due to a significant increase in the number of planning applications coupled with a loss of experienced planning staff, additional assistance is needed to process applications.

The Department does not currently have the capacity to manage this increase in complex projects in a timely manner. Permit Sonoma has an existing contract for planning consultant services with Land

Logistics Planning & Development Services and they continue to provide assistance in processing planning applications. With the decreased workload capacity due to the retirement of four experienced Permit Sonoma planners, including a Supervising Planner, more assistance is required. Remaining planning staff and the current consultant cannot absorb all of the re-assignments from retired planners while keeping up with new application submittals and heavy customer service needs.

Amending the current contract to extend it one more year allows the consultant to continue working on projects that will extend beyond the current June 2017 contract expiration, allowing the Department to better manage workloads and further reduce the backlog of applications. Since contracted with Permit Sonoma, Land Logistics has been assigned 52 planning applications which has made a considerable impact on reducing and preventing further backlog when four planners retired in June, 2016. This assistance has allowed a more manageable training program for new Permit Sonoma planners while continuing to process planning applications.

#### SELECTION PROCESS

Permit Sonoma conducted a Request for Qualifications to identify a pool of qualified firms to provide planning services for a variety of work, including long range and current planning efforts. All of the ten firms submitting Statements of Qualifications were qualified to perform some level of planning services. Permit Sonoma staff evaluated and ranked submissions based on their responses to the following criteria: 1) experience; 2) professional qualifications; 3) completeness of response; 4) effective processes for work tasks; 5) response timeliness; and 6) local preference.

The Land Logistics Planning & Development Services team includes experienced planning professionals that have extensive experience working in other jurisdictions processing a wide variety of planning application types, including: housing projects, coastal development permits, resorts, complex use permits, and General Plan Amendments/Zone changes. They will represent staff at public hearings.

For the one-year time extension the estimated need for these services will not exceed \$185,000. All consultant work will be passed through to the applicant consistent with Permit Sonoma's At Cost Policy. The agreement for contract services has no minimum amount of work guaranteed to the firm.

#### **Prior Board Actions:**

June 23, 2015: The Board of Supervisors approved the existing contract (#14/15-023)

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

Timely and thorough processing of planning applications ensures that the entitlement process meets mandated timelines while providing high quality projects that comply with State environmental requirements. A thorough review of planning applications ensures that all potential project impacts have been identified and that the suitability of development projects can be accurately assessed with the safety and well-being of the community in mind.

<b>Fiscal Summary</b>			
<b>Expenditures</b>	<b>FY 16-17 Adopted</b>	<b>FY 17-18 Projected</b>	<b>FY 18-19 Projected</b>
Budgeted Expenses	\$100,000	\$85,000	
Additional Appropriation Requested			
<b>Total Expenditures</b>	<b>\$100,000</b>	<b>\$85,000</b>	
<b>Funding Sources</b>			
General Fund/WA GF			
State/Federal			
Fees/Other	\$100,000	\$85,000	
Use of Fund Balance			
Contingencies			
<b>Total Sources</b>	<b>\$100,000</b>	<b>\$85,000</b>	
<b>Narrative Explanation of Fiscal Impacts:</b>			
<p>The estimated need for these services will not exceed \$185,000 over the one-year term of the contract. While Permit Sonoma contracts for these services, they are reimbursed by project applicants at no cost to the County.</p> <p>Anticipated expenditure for FY 16-17 is \$100,000; and anticipated expenditure for FY 17-18 is \$85,000. There are adequate appropriations for this contract already included in the adopted budget for FY 16-17.</p>			
<b>Staffing Impacts</b>			
<b>Position Title (Payroll Classification)</b>	<b>Monthly Salary Range (A – I Step)</b>	<b>Additions (Number)</b>	<b>Deletions (Number)</b>
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
None.			
<b>Attachments:</b>			
None.			
<b>Related Items "On File" with the Clerk of the Board:</b>			
Professional Services Agreement and Amendment #1 with Exhibits			

**Standard Professional Services Agreement (“PSA”)**  
**Revision F – April 2012**

AGREEMENT FOR PROFESSIONAL SERVICES

This agreement ("Agreement"), dated as of \_\_\_\_\_ (“Effective Date”) is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and Land Logistics, Inc., a California Corporation (hereinafter "Consultant").

RECITALS

WHEREAS, Consultant represents that it is a duly qualified firm experienced in the preparation of planning support services and related services; and

WHEREAS, in the judgment of the Director of the Permit and Resource Management Department, it is necessary and desirable to employ the services of Consultant for planning support services.

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

AGREEMENT

1. Scope of Services.

1.1 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") pursuant to Article 7, Prosecution of Work. For planning applications assigned to Consultant immediately after receipt by PRMD Consultant shall prepare and mail a completeness letter to the applicant within 30 days. Project referrals shall be emailed by PRMD staff, in consultation with Consultant, within one week of file assignment. After receipt of referral responses, Consultant shall prepare a letter to the applicant to explain if any additional information is required for CEQA purposes. 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. Consultant shall comply with all requirements of Digital Deliverables as described in Exhibit “D,” attached hereto and incorporated herein by this reference.

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 in accordance with the following terms:

Consultant shall be paid for planning support services in accordance with the terms provided in Exhibit B, however, that total payments to Consultant shall not exceed \$175,000, without the prior written approval of County. Consultant understands that no minimum amount is guaranteed or implied. 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 project name (ii) the task(s) performed; (iii) the time in quarter hours devoted to the task(s); (iv) the hourly rate or rates of the persons performing the task(s).

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 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, Consultant has the option to provide County with either a full or partial waiver from the State of California.

### 3. Term of Agreement.

3.1 Initial Term. The initial term of this Agreement shall be from June 23, 2015 to June 22, 2017, unless extended pursuant to Section 3.2 or terminated earlier in accordance with the provisions of Article 4 below.

3.2 Extension Options. County, by and through its PRMD Director, has one (1) option to extend the term of this Agreement on all the same terms and conditions for a period of one additional year, following expiration of the Initial Term by giving notice of exercise of the option to Consultant as least ninety (90) days before the expiration of the Initial Term.

### 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 materials and work product subject to Section 9.11 (Ownership and Disclosure of Work Product) and shall submit to County an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

4.4 Payment Upon Termination. Upon termination of this Agreement by County, Consultant 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 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 Director of the County's Permit & Resource Management Department, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County with or without cause.

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 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 approved by the Director of the County's Permit & Resource Management Department. 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 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.

9.4 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.

9.5 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.

9.6 Statutory Compliance. Contractor agrees to comply with all applicable federal, state and local laws, regulations, statutes and policies applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement.

9.7 Nondiscrimination. Without limiting any other provision hereunder, 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.

9.8 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.

9.9 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.

9.10 Ownership and Disclosure of Work Product. All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by 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.

9.11 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: Sonoma County Permit and Resource Management Department  
Attn: ACCOUNTING  
2550 Ventura Avenue  
Santa Rosa Ca 95403  
707 565-1920

TO: CONSULTANT: Land Logistics, Inc.  
Attn: Brian Millar  
216 F Street #38  
Davis, CA 95616  
(530) 902-9218

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.

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

CONSULTANT: \_\_\_\_\_

Land Logistics, Inc.

By: B Millar

Name: Brian Millar

Title: President

Date: June 9, 2015

COUNTY: COUNTY OF SONOMA

CERTIFICATES OF INSURANCE ON  
FILE WITH AND APPROVED AS TO  
SUBSTANCE FOR COUNTY:

By: Jannist White  
Department Head

Date: 29 JUN 15

APPROVED AS TO FORM FOR  
COUNTY:

By: Michael Lopez  
*Deputy* County Counsel

Date: 6-16-15

By: \_\_\_\_\_  
Purchasing Agent

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

## EXHIBIT A

### SCOPE OF WORK

At the request of Sonoma County Permit & Resource Management Department (PRMD) the Project Review Division will assign current planning project applications to the Consultant for processing. The Consultant will review the application and process it in accordance with PRMD Planning best practices, including:

- Receive planning application and critical information from Planning Management;
- Review and approve the project referral to be sent out to other PRMD divisions, County Departments, outside agencies, and community groups within one week of assignment;
- Prepare an At Cost processing estimate for the applicant consistent with the PRMD At Cost Policy;
- Determine project completeness for processing, and prepare and mail incomplete letter as required;
- Perform all necessary application processing functions throughout the project review process which include but are not limited to: communication with the PRMD staff, applicant, referral agencies, and community groups;
- Conduct project site reviews;
- Coordinate with other County/agency staff who provide project conditions of approval;
- Provide proactive solution-oriented advice and solutions to allow timely processing of applications;
- Analyze project consistency with the General Plan, Area Plan, Zoning Code, and compliance with all applicable regulations and PRMD policies;
- Prepare CEQA documents, public hearing notices, staff reports, resolutions, ordinances, Conditions of Approval and any other necessary documents in the standard County format;
- Attend public hearings; and
- Assist in project Condition Compliance.

**Exhibit B**  
**Compensation**

All fees below are valid for the two-year contract:

Project Manager, Brian Millar: \$140/hour

Project Manager, Ignacio Gonzalez : \$125/hour

No hourly increases shall occur during the contract period.

Consultant shall submit bills in arrears on a monthly basis and include:

1. Project name
2. Tasks(s) performed
3. Time, in quarter hours, devoted to task(s)
4. Hourly rate or rates of the persons performing the task(s)

### Exhibit C

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 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: Attn: PRMD 2550 Ventura Ave., Santa Rosa, CA 95403** shall be additional insureds for liability arising out of

operations by or on behalf of the Consultant in the performance of this Agreement.

- e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- f. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "F" definition of insured contract in ISO form CG 00 01, or equivalent).
- g. The policy shall cover inter-insured suits between the additional insureds and Consultant and include a "separation of insureds" or "severability" clause which treats each insured separately.
- h. Required Evidence of Insurance:
  - i. Copy of the additional insured endorsement or policy language granting additional insured status; and
  - ii. Certificate of Insurance.

### 3. Automobile Liability Insurance

- a. Minimum 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 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 Limit: \$1,000,000 per claim or per occurrence.
- b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County.
- c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
- d. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- e. Required Evidence of Insurance: Certificate of Insurance.

### 5. Standards for Insurance Companies

Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

**6. Documentation**

- a. The Certificate of Insurance must include the following reference: **PRMD # 14/15-023 Land Logistics Planning Services**
- 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: **ATTN: Contracts PRMD 2550 Ventura Ave. Santa Rosa, CA 95403-2829.**
- 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.

**Exhibit D**  
***Scope of Work for Digital Deliverables***

**A. Required Software for text deliverables to be edited, updated or otherwise modified by PRMD Staff.**

1. Word Processing files shall be created and provided to PRMD in Microsoft Word 2003 format. Word processing files shall be formatted to comply with Accessibility requirements and to readily convert to Adobe Acrobat (PDF) files. Tables in the document must be created in native word processing program not scanned, copied or otherwise embedded in the document.
2. Spreadsheet files shall be created in and provided to PRMD in Excel 2003 or .dbf format.
3. Photos or any other bitmap files shall be provided in JPEG (.jpg) format. High resolution photos must be reduced to less than one megabyte in size before insertion into a document. Scanned images must not be embedded in the document.
4. The preferred format for vector graphics are CorelDraw (.cdr) or Adobe Illustrator (.ai). Windows Metafile format (.wmf) will also be accepted. Vector graphics shall not be scanned and embedded into a document.
5. Database deliverables shall be in Microsoft Access 2003 format.

*Any questions regarding acceptable file types shall be resolved **prior** to submittal of the final document(s).*

**B. Required Software for geographic data to be edited, updated or otherwise modified by PRMD staff.**

*All GIS feature class datasets developed by a consultant and utilized in a project that has a GIS component **must include:***

1. Development of Geographic data shall be created using Esri (Environmental Sciences Research Institute) software products. This includes ArcGIS 9.3 Desktop or later version.
2. Accepted GIS data formats are feature classes (shapefiles) or File Geodatabase (FGDB).
3. GIS Dataset Projections / Coordinate System **MUST** be in:
  - a. Lambert\_Conformal\_Conic
  - b. GCS\_North\_American\_1983
  - c. Datum: D\_North\_American\_1983
  - d. State Plane Coordinates California Zone II (Feet)

***Note:** Adobe Illustrator, Quark Express and/or other drawing programs **do not** support coordinate systems and therefore, do not constitute GIS format.*

4. Accepted related-supported databases shall be in Microsoft Access 2003 format.
5. GIS Feature Class datasets (shapefiles) or File Geodatabase (FGDB) deliverables **MUST** include metadata compliant with the FGDC Standard. *Examples of these requirements are available from PRMD upon request.*
6. GIS Dataset and Maps Disclaimers

*Draft products* shall carry the following disclaimer:

“This work prepared utilizing the best data available at the time (with the date indicated in mm/dd/yyyy format) and is intended for internal use only.” *\*[refer to Note below]*

General map shall carry the following disclaimer:

“Map Scale and Reproduction methods limit precision in physical features displayed. This map is for illustrative purposes only, and is not suitable for parcel-specific decision making.”

“No part of this map may be copied, reproduced, or transmitted in any form or by any means without written permission from the Permit & Resource Management Department (PRMD), County of Sonoma, California.”

“Neither the County of Sonoma, and the Permit & Resource Management Department (PRMD) nor any of their employees make any warranty, express or implied, or assumes any legal liability for responsibility for accuracy, completeness, nor usefulness of any data contained herein.”

**Note:** *Should parcel data be illustrated, include the follow to the general map disclaimer:*

*\* “The parcels contained herein are not intended to represent surveyed data. Site-specific studies are required to draw parcel-specific conclusions. Assessor’s parcel dataset current as of mm/dd/yyyy.”*

#### 7. GIS Dataset Source Citations

GIS dataset sources must be cited on map displays and in metadata. Source citations shall begin with words such as “From,” “Modified from,” “Adapted from,” or “After.” The full citation shall be placed directly beneath the reproduced graphical material, starting with its left-hand margin. Begin the citation with “Source,” followed by a complete citation in a style similar to the example below:

*Source: Modified from data obtained with permission from the County of Sonoma, Permit & Resource Management Department (PRMD). Data and/or analysis depicted may be altered from the original PRMD dataset source therefore not representative of PRMD data.*

**Note:** *If source GIS datasets have been altered from its original state, the citation must alert the user as in the above example.*

### **C. Required Software for text deliverables that are not intended to be edited, updated or otherwise modified by PRMD staff.**

1. The Consultant must deliver a complete copy of the document in Adobe Acrobat format. This shall be the same document that will be used to publish the hard copy document. Each section must start on its own right hand page.
2. Adobe Acrobat documents intended for posting on the Web must be formatted to be accessible to persons with disabilities. See Section D. of this Addendum, below, for requirements.

3. Tables in the document must be created in native word processing program not scanned, copied or otherwise embedded in the document.
4. Photos or any other bitmap files shall be provided in JPEG (.jpg) format. High resolution photos must be reduced to less than one megabyte in size before insertion into the document.
5. Images, tables, text and graphics shall not be scanned and embedded in the document.
6. Acrobat documents must pass the full accessibility check in Adobe Acrobat.

## **D. Requirements and Guidelines for Consultants Creating Web-Ready and ADA Accessible PDF Documents**

1. Requirements: Documents created by consultants and other non-PRMD personnel that will be posted on the Internet must be accessible to persons with disabilities as defined by California Government Code section 11135 and the Federal Rehabilitation Act (Section 508). Documents intended for public review must be accessible and web-ready unless specifically stated otherwise in applicable contract documents. Sonoma County makes extensive use of Adobe Acrobat as a platform from distributing content on the Internet. Acrobat PDF documents must be prepared to work with assistive technologies before they can be accepted by the County and posted to a website. It is the consultant's responsibility to make documents intended for public review web-ready. Note that if a contract requires internet content other than PDF files, the guidelines below do not apply but the generated content must still be accessible to persons with disabilities. Please consult the following website: <http://webstandards.sonoma-county.org/>.
2. General Guidelines: Making a PDF file accessible to a screen reader depends in large part on how the original document was created and the method used to create the PDF. If the document is well structured when created, the task is fairly simple and doesn't take much time. Adobe Acrobat Professional includes tools that will help with this task.

Check this link for helpful guides.

<http://www.adobe.com/accessibility/products/acrobat/training.html>

### **Start with a Correctly Formatted Document**

Regardless of the program used, there are ways to format the document that will make adding accessibility features easier. Some of these techniques are good word processing practices for all documents.

### **Use Styles**

When you have headings and subheadings in a document, using the "styles" feature will make formatting those headings quicker, easier and more consistent. Also, if you want to change how the headings or subheadings look, you can change all of them at once. When converted to PDF from most programs, these headings automatically become bookmarks. Styles are located under the format menu in most programs. Consult the program's "Help" menu for instruction.

### **Use Standard Fonts**

Standard fonts that are available on all systems should be used. Stick to the basics; numbers and letters. Bullets, special characters or “wing dings” must not be used. Use numbered lists instead of bullets or other characters. Underlined text gives the illusion of a web link and should be replaced with bold or a font size change instead. Do not use graphic Fonts such as dots, dashes, asterisks. If special characters must be in the content of your document, you must use a Unicode font.

### **Avoid Recycled Text**

Text that is copied from the Internet or converted back forth among different programs can cause problems in making a document accessible. If you must paste text into a new document, use the Paste Special > Unformatted Text command.

Never scan text and insert or copy it into a document. Options for using scanned text are covered later in this document.

### **Avoid the use of large images and scans**

High resolution photos increase file size and download time and are not necessary for most reports. Any scanned materials are images and as such are not accessible. Text or tables should be created in the native program, not scanned and inserted.

### **Format Tables Correctly**

Making tables accessible in a PDF file is challenging so it is best to create data tables using the table function in Word or other programs. Best results will be obtained by creating the table in the document rather than copy/paste from other sources. Simple tables will convert more easily than complex ones. The table title should be separate from the table as a text element.

## 3. Deliverables

The Consultant must deliver a complete copy of the document in Acrobat format that passes the accessibility check in Acrobat. This should be the same document that will be used to publish the hard copy document. Each section must start on its own right hand page.

## 4. Creating the PDF File

Use the PDF conversion menu item in the program to create the PDF. Refer to the help menu of the version of Adobe Acrobat you are using as menu options may be slightly different across versions. If the document has been structured properly many of these elements may already have been created during the conversion process.

### **Add Description**

Open the Acrobat file and go to File > Properties (Ctrl-D), click the Description tab and enter information into the following boxes;

Title: Add a description of the document in this field. For example; "Roblar Road Environmental Impact Report - Sonoma County 05-15-2008"

Author: Enter the name and phone number (including area code) of the PRMD contact. For example; Scott Pitts 707-565-8351

Subject: Copy/paste the information you placed in the Title to this field.

### **Add Language**

Language - On the Advanced tab in the Document Properties select "English" in the Language drop down box. Click OK.

### **Add accessibility tags**

Some programs, such as Microsoft Word, will create tags automatically if the PDF conversion settings are configured properly. If tags are not created in the conversion, use Advanced>Accessibility>Add Tags to Document menu option to tag the document.

### **TouchUp Reading Order**

The TouchUp Reading Order tool allows you to view the tags and review how a screen reader will interpret the page. This section is not intended to be an exhaustive exploration of the issues that may arise at this stage. See <http://www.adobe.com/accessibility/index.html> for more in depth information. Access the function by selecting Advanced >Accessibility > TouchUp Reading Order. Click on the tag to select the text that you don't want repeated on every page like logos, footer information and any other elements are repetitive. Clicking the "Background button while a tag is selected will cause the screen reader to skip the element. Review the order of the tagged elements. This is the order in which the page will be read. You can change the order by clicking the "Show Order Panel" on the TouchUp Reading order window. Elements can be moved in the Show Order Panel by clicking and dragging.

### **Graphic Elements**

Add alternate (alt) text for graphic elements. Choose the TouchUp Reading Order Tool and right click on the number of the figure. Then choose Edit Alternate Text. Enter a text description of the image and choose OK. Alt text should be meaningful as possible when being read by a screen reader. If the figure is too complex for explanation with alt text then add a contact for assistance, for example "Budget allocation chart, for accessibility assistance with this figure contact Scott Pitts (707) 565-7894."

### **Set Correct Version**

The version of the PDF must be compatible with most existing Acrobat versions. Use the Advanced>PDF Optimizer menu item and select Acrobat 5.0 from the "Make compatible with" dropdown.

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**AMENDMENT # One TO  
AGREEMENT FOR CONSULTING SERVICES**

The following is an amendment dated February 7, 2017 to an Agreement for Consulting Services between the COUNTY OF SONOMA, hereinafter "County" and Land Logistics, Inc., a California Corporation, hereinafter "Consultant".

WHEREAS, County and Consultant entered into an Agreement for Consulting Services on June 23, 2015, wherein Consultant is to perform planning support services; and

WHEREAS, County has determined that it is necessary and desirable to extend the term of the Agreement for one additional year;

NOW THEREFORE, the parties hereto agree to amend the Agreement for Consulting Services dated February 7, 2017 as follows:

1. Section 2. Payment, shall be amended to read as follows:

For all services and incidental costs required hereunder, Consultant shall be paid in accordance with the following terms:

Consultant shall be paid for planning support services in accordance with the terms provided in Exhibit B, however, that total payments to Consultant shall not exceed \$360,000, without the prior written approval of County. Consultant understands that no minimum amount is guaranteed or implied. Consultant shall submit its bills in arrears on a monthly basis in a form approved by County's Auditor and Head of the County Department receiving the services. The bills shall show or include: (i) the project name (ii) the task(s) performed; (iii) the time in quarter hours devoted to the task(s); (iv) the hourly rate or rates of the persons performing the task(s).

2. Section 3.1 Term of Agreement shall be amended to read as follows:

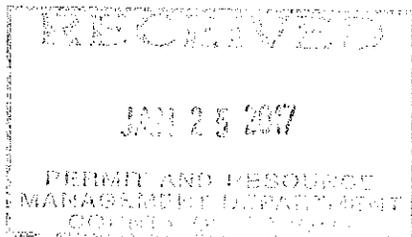
Initial Term. The initial term of this Agreement shall be from June 23, 2015 to June 22, 2018, unless extended pursuant to Section 3.2 or terminated earlier in accordance with the provisions of Article 4 below.

3. Section 9.6 Statutory Compliance shall be amended to read as follows:

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 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.

BE IT FURTHER AGREED that all other terms and conditions contained in the original agreement dated June 23, 2015, shall remain in full force and effect as though fully set forth herein.

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



PRMD# 14/15-023.1

**Consultant:**  
Land Logistics, Inc.

By: B. Millan  
President

Date: 1-19-17

**County:**  
County of Sonoma

**Certificates of Insurance on File with  
Department and Approved as to  
Substance For County:**

By: \_\_\_\_\_  
Director, Permit and Resource  
Management Department

**Approved as to Form for County:**

By: \_\_\_\_\_  
Deputy County Counsel



## County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number: 12**  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors

**Board Agenda Date:** February 7, 2017

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Susan Klassen, 707-565-2231

**Supervisorial District(s):**

Fifth

**Title:** Construction Management Services for the Hauser Bridge Replacement Project

### **Recommended Actions:**

Approve and authorize the Chair to execute an agreement with CALTROP Corporation, Inc. for construction management services related to the Hauser Bridge Replacement Project in the not-to-exceed amount of \$666,817.78 plus a 10% contingency with a term ending December 31, 2018.

### **Executive Summary:**

On January 10, 2017 the Board awarded the construction contract for the Hauser Bridge Replacement Project to Granite Construction. The requested action provides for the construction management services where consultant will act on behalf of the County to monitor and ensure contractor adheres to plans and specifications and compliance with all applicable rules and regulations. This agreement is necessary to deliver the project which is expected to begin the first phase of construction in February of 2017.

### **Discussion:**

The Hauser Bridge Replacement Project is the first of fifteen bridge projects that Transportation and Public Works (TPW) is actively working on. The top priority are the nine mandatory seismic projects, second in priority are projects that are eligible for toll credits in lieu of local match, of which this project is one. Additionally, limited environmental constraints and minimal public impact have helped to accelerate the schedule of this project. The existing Hauser Bridge carries Hauser Bridge Road over the South Fork of the Gualala River about 4 miles east of the junction of Highway 1 and Kruse Ranch Road, near Cazadero. Built in 1947, the existing bridge consists of a one-lane steel truss structure with a steel grid style deck. The new bridge will be two lanes designed to meet current design standards including improvements to roadway approaches and appurtenant facilities. The project does not increase vehicular traffic capacity, but will provide two traffic lanes with shoulders. Due to the low traffic volume on Hauser Bridge Road, pedestrians, bicycles, and vehicles will share the travel lanes and shoulders.

A request for proposals was advertised on the County Purchasing Portal on November 10, 2016. Two proposals were received on December 8, 2016 from Quincy Engineering and CALTROP Corporation, Inc.

(CALTROP). A review panel including TPW and Permit and Resource Management (PRMD) staff evaluated and ranked the proposals based on multiple criteria with a focus on qualifications and related experience and project understanding and approach. Follow-up interviews were held December 21, 2016. CALTROP was determined to be the most qualified proposer based on extensive related experience and strong staffing resources to support the project. CALTROP is experienced in this type of work and previously worked with the County on the Porter Creek Bridge Replacement project in 2014. They have been in operation for over 28 years and have provided construction management services on many bridges similar to Hauser Road Bridge.

The negotiated agreement is for a not-to-exceed amount of \$666,817.78 plus a 10% contingency for construction management services. Including the contingency, the value of the agreement is 15.2% of the construction contact amount of \$4,832,871.

This agreement is 100% federally funded, with 88.53% through the Highway Bridge Program (HBP) and the typical 11.47% local match requirement being offset with available Toll Credits. Toll or transportation development credits are a federal transportation funding tool that can be utilized by states as a means of meeting local and state matching requirements for federal funding. State credits are accrued when capital investments are made in federally-approved tolled facilities including toll roads and bridges. These credits can be used as a “soft match” meaning that they do not represent an actual source of funding but reduce the amount of funding a state or local entity has to contribute and allow many programs to be funded with 100% federal funds as opposed to the traditional 88.53/11.47% percent split between federal and state/local funding sources.

Once approved, CALTROP will begin work as soon as the construction contractor begins tree removal for the bridge replacement project, the first phase of the project which is expected to begin in February.

**Prior Board Actions:**

01/10/2017 Board approved the plans and specifications and awarded the construction contract to Granite Construction for an amount of \$4,393,518.75 plus a 10% contingency.

11/10/2015: Board approved an amendment to agreement with OPAC Consulting Engineers, extending term of agreement to December 31, 2019;

05/07/2013: Board approved engineering design contract to OPAC Consulting Engineers for the replacement of Hauser Bridge totaling \$728,848 with a term ending December 31, 2015;

**Strategic Plan Alignment**      Goal 3: Invest in the Future

The project invests in the future by replacing aging public infrastructure.

<b>Fiscal Summary</b>			
<b>Expenditures</b>	<b>FY 16-17 Adopted</b>	<b>FY 17-18 Projected</b>	<b>FY 18-19 Projected</b>
Budgeted Expenses	\$147,000	\$586,500	
Additional Appropriation Requested			
<b>Total Expenditures</b>	<b>\$147,000</b>	<b>\$586,500</b>	
<b>Funding Sources</b>			
General Fund/WA GF			
State/Federal	\$147,000	\$586,500	
Fees/Other			
Use of Fund Balance			
Contingencies			
<b>Total Sources</b>	<b>\$147,000</b>	<b>\$586,500</b>	
<b>Narrative Explanation of Fiscal Impacts:</b>			
<p>Budget includes 10% contingency for total of \$733,500. Appropriations are included in the FY 2016-17 Road Division Capital Improvement budget and will be requested during FY 17-18 budget process. Estimated fiscal year breakdown of costs is detailed above, including the 10% contingency. This consultant agreement is 100% federally funded through the Highway Bridge Program (HBP) (88.53% HBP with 11.47% local match requirement offset from available Toll Credits.</p>			
<b>Staffing Impacts</b>			
<b>Position Title (Payroll Classification)</b>	<b>Monthly Salary Range (A – I Step)</b>	<b>Additions (Number)</b>	<b>Deletions (Number)</b>
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
<b>Attachments:</b>			
<b>Related Items “On File” with the Clerk of the Board:</b>			
Agreement			



## County of Sonoma Agenda Item Summary Report

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

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

**To:** Board of Supervisors

**Board Agenda Date:** February 7, 2017

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Susan Klassen (707) 565-2231

**Supervisorial District(s):**

**Title:** Federal Transit Funding Authorizations for FY 2016-17 through FY 2019-20

### **Recommended Actions:**

- A. Approve resolution authorizing filing of applications and providing required assurances for federal transit assistance for FY 2016-17 through FY 2019-20.
- B. Authorize the Director of Transportation and Public Works to file and execute applications on behalf of the County of Sonoma/Sonoma County Transit for federal transit assistance.

### **Executive Summary:**

This resolution provides authorization by the Board permitting the County of Sonoma/Sonoma County Transit to file applications for federal transit capital assistance through Federal Transit Administration funding programs during fiscal years 2016-17, 2017-18, 2018-19 and 2019-20.

### **Discussion:**

Sonoma County Transit seeks federal transit assistance, under various applicable programs, for transit capital projects. Sonoma County Transit receives federal assistance directly from the Federal Transit Administration or as a sub-recipient of the State through Caltrans. Sonoma County Transit's share of federal funding is programmed for routine projects generally associated with preventive maintenance and bus replacements, which are included in Transit's annual budget.

As the regional Metropolitan Planning Organization, the Metropolitan Transportation Commission (MTC) programs funding for bay area transit systems, including Sonoma County Transit's federal funding requests, and follows the prescribed federal processes associated with federal assistance programming. Federal funds programmed by MTC requires a resolution as part of the application process. Federal funding applications are generally submitted annually with awards announced in the Spring.

The transit capital projects identified in the Transit Division budget, Capital Improvement Plan and Short-Range Transit Plan include preventive maintenance expenses, replacement buses and transit facility rehabilitation. A Local match of 20% is required with sources identified annually to meet funding

requirements associated with these projects. Sources for local match vary based on the project, and come from Transportation Development Act (TDA), State Transit Assistance (STA), Proposition 1B, and Bay Area Air Quality Management District funds. No General Fund monies are used as a local match.

**Prior Board Actions:**

02/10/15: Resolution adopted by the Board of Supervisors authorizing the filing of applications for federal transit capital assistance through Federal Transit Administration funding programs during fiscal years 2014-15 and 2015-16. Resolution No. 15-0065.

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

Federal transit operating and capital assistance will help to ensure the provision of a safe, reliable, comfortable and cost-effective public transit system for residents and visitors.

**Fiscal Summary**

<b>Expenditures</b>	<b>FY 16-17 Adopted</b>	<b>FY 17-18 Projected</b>	<b>FY 18-19 Projected</b>
Budgeted Expenses	\$2,500,000	\$2,500,000	\$2,500,000
Additional Appropriation Requested			
<b>Total Expenditures</b>	<b>\$2,500,000</b>	<b>\$2,500,000</b>	<b>\$2,500,000</b>

**Funding Sources**

General Fund/WA GF			
State/Federal	\$2,000,000	\$2,000,000	\$2,000,000
Fees/Other	\$500,000	\$500,000	\$500,000
Use of Fund Balance			
Contingencies			
<b>Total Sources</b>	<b>\$2,500,000</b>	<b>\$2,500,000</b>	<b>\$2,500,000</b>

**Narrative Explanation of Fiscal Impacts:**

Transit expects to receive up to \$2.5 million annually which will be applied to Preventive Maintenance, Bus Replacements and Transit Facility Rehabilitation projects as presented in Transit’s annual budget.

**Staffing Impacts**

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

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



County of Sonoma  
State of California

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Date: February 7, 2017

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

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4/5 Vote Required

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**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Authorizing The Filing Of Applications For FTA Formula Program Funding For Transit Capital Projects And Committing The Necessary Local Match For The Projects And Stating The Assurance Of The County Of Sonoma/Sonoma County Transit To Complete The Projects.**

**Whereas**, Fixing America's Surface Transportation (FAST, Public Law 114-94) continues and establishes new Federal Transit Administration formula programs (23 U.S.C. §53) and continues the Surface Transportation Program (23 U.S.C. § 133); and

**Whereas**, pursuant to FAST, and the regulations promulgated there under, eligible project sponsors wishing to receive Federal Transit Administration (FTA) Section 5307 Urbanized Area, Section 5337 State of Good Repair, or Section 5339 Bus and Bus Facilities (collectively, FTA Formula Program) grants or Surface Transportation Program (STP) grants for a project shall submit an application first with the appropriate metropolitan transportation planning organization (MPO), for review and inclusion in the MPO's Transportation Improvement Program (TIP); and

**Whereas**, the Metropolitan Transportation Commission is the MPO for the San Francisco Bay region; and

**Whereas**, the County of Sonoma/Sonoma County Transit is an eligible project sponsor for FTA Formula Program or STP funds; and

**Whereas**, the County of Sonoma/Sonoma County Transit wishes to submit grant applications to MTC for funds from the FY 2016-17, FY 2017-18, FY 2018-19 and FY 2019-20 FTA Formula Programs, for the following transit capital projects:

Replacement Buses  
Preventive Maintenance Expenses  
Transit Facility Rehabilitation  
Bus Stop Enhancements

**Whereas**, MTC requires, as part of the application, a resolution stating the following:

1. the commitment of necessary local matching funds of at least 20% for FTA Formula Program funds, and 11.47% for STP funds; and
2. that the sponsor understands that the FTA Formula Program and STP funding is fixed at the programmed amount, and therefore any cost increase cannot be expected to be

Resolution #

Date:

Page 2

funded from FTA Formula Program or STP funds; and

3. the assurance of the sponsor to complete the project as described in the application, and if approved, as programmed in MTC's TIP; and
4. that the sponsor understands that FTA Formula Program funds must be obligated within three years of programming and STP funds must be obligated by January 31 of the year that the project is programmed for in the TIP, or the project may be removed from the program.

**Now, Therefore, Be It Resolved** by the Board of Supervisors, County of Sonoma that the County of Sonoma/Sonoma County Transit is authorized to execute and file applications for funding under the FTA Formula Program and/or Surface Transportation Program; and

**Be It Further Resolved** by the Board of Supervisors, County of Sonoma by adopting this resolution does hereby state that:

1. the County of Sonoma/Sonoma County Transit will provide local matching funds in accordance with MTC requirements; and
2. the County of Sonoma/Sonoma County Transit understands that the FTA Formula Program and STP funding for the projects is fixed, and that any cost increases must be funded by the County of Sonoma/Sonoma County Transit from local matching funds, and that the County of Sonoma/Sonoma County Transit does not expect any cost increases to be funded with FTA Formula Program and STP funds; and
3. the transit capital projects will be completed as described in this resolution and, if approved, for the amount shown in the Metropolitan Transportation Commission (MTC) Transportation Improvement Program (TIP) with obligation occurring within the timeframe established; and
4. the program funds are expected to be obligated by January 31 of the year the project is programmed for in the TIP; and
5. the County of Sonoma/Sonoma County Transit will comply with FTA requirements and all other applicable Federal, State and Local laws and regulations with respect to the proposed projects; and

**Be It Further Resolved** that the County of Sonoma/Sonoma County Transit is an eligible sponsor of projects in the program for FTA Formula Program and STP funds; and

**Be It Further Resolved** that the Director of Transportation and Public Works is authorized to execute and file applications on behalf of the County of Sonoma/Sonoma County Transit for funding under the FTA Formula Program for transit capital projects; and

**Be It Further Resolved** that there is no legal impediment to the County of Sonoma/Sonoma County Transit making applications for FTA Formula Program and STP funds; and

**Be It Further Resolved** that there is no pending or threatened litigation which might in any way adversely affect the proposed project, or the ability of County of Sonoma/Sonoma County Transit to deliver such projects; and

**Be It Further Resolved** the County of Sonoma/Sonoma County Transit agrees to comply with the requirements of MTC's Transit Coordination Implementation Plan as set forth in MTC Resolution 3866; and

Resolution #

Date:

Page 3

**Be It Further Resolved** that a copy of this resolution will be transmitted to MTC prior to MTC programming the FTA Formula Program or STP funded projects in the Transportation Improvement Program (TIP); and

**Be It Further Resolved** that the MTC is requested to support the applications for the projects described in this resolution and to program the projects, if approved, in MTC's TIP.

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

**To:** Board of Supervisors

**Board Agenda Date:** February 7, 2017

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Supervisor Gore (707) 565-2241

**Supervisorial District(s):**

Fourth District

**Title:** Appointment

**Recommended Actions:**

Approve the appointment of Skip Brand to the Economic Development Board to serve a coterminous term beginning February 7, 2017.

**Executive Summary:**

**Discussion:**

**Prior Board Actions:**

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

<b>Fiscal Summary</b>			
<b>Expenditures</b>	<b>FY 16-17 Adopted</b>	<b>FY 17-18 Projected</b>	<b>FY 18-19 Projected</b>
Budgeted Expenses			
Additional Appropriation Requested			
<b>Total Expenditures</b>			
<b>Funding Sources</b>			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
<b>Total Sources</b>			
<b>Narrative Explanation of Fiscal Impacts:</b>			
<b>Staffing Impacts</b>			
<b>Position Title (Payroll Classification)</b>	<b>Monthly Salary Range (A – I Step)</b>	<b>Additions (Number)</b>	<b>Deletions (Number)</b>
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
<b>Attachments:</b>			
<b>Related Items “On File” with the Clerk of the Board:</b>			



County of Sonoma  
Agenda Item  
Summary Report

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

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

**To:** Board of Supervisors

**Board Agenda Date:** February 7, 2017

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Supervisor Gore (707) 565-2241

**Supervisorial District(s):**

Fourth District

**Title:** Appointment

**Recommended Actions:**

Reappoint James Luchini to the Sonoma County Tourism Board for a two year term beginning December 31, 2016 and ending December 31, 2018

**Executive Summary:**

**Prior Board Actions:**

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

**Fiscal Summary - FY 15-16**

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

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



County of Sonoma  
Agenda Item  
Summary Report

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

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

**To:** Board of Supervisors

**Board Agenda Date:** February 7, 2017

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Supervisor David Rabbitt 565-2241

**Supervisorial District(s):**

Second District

**Title:** Re-appointment

**Recommended Actions:**

Approve the re-appointment of Joe Morgan to the Bicycle and Pedestrian Advisory Committee for a two year term beginning February 7, 2017 and ending February 6, 2019. (Second District)

**Executive Summary:**

**Discussion:**

**Prior Board Actions:**

Incumbent board member.

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

<b>Fiscal Summary</b>			
<b>Expenditures</b>	<b>FY 16-17 Adopted</b>	<b>FY 17-18 Projected</b>	<b>FY 18-19 Projected</b>
Budgeted Expenses			
Additional Appropriation Requested			
<b>Total Expenditures</b>			
<b>Funding Sources</b>			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
<b>Total Sources</b>			
<b>Narrative Explanation of Fiscal Impacts:</b>			
<b>Staffing Impacts</b>			
<b>Position Title (Payroll Classification)</b>	<b>Monthly Salary Range (A – I Step)</b>	<b>Additions (Number)</b>	<b>Deletions (Number)</b>
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
<b>Attachments:</b>			
None.			
<b>Related Items "On File" with the Clerk of the Board:</b>			



## County of Sonoma Agenda Item Summary Report

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

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

**To:** Board of Supervisors of Sonoma County

**Board Agenda Date:** February 7, 2017

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Sherry Alderman, 707-565-8501

**Supervisorial District(s):**

All

**Title:** Child Care Planning Council of Sonoma County Membership

### **Recommended Actions:**

1. Approve the re-appointment to the Child Care Planning Council of Sonoma County for a two-year term beginning January 1, 2017, ending December 31, 2018 for the following members: Melanie Dodson, Jason Riggs, Terry Ziegler, Debbie Blanton, John Paul, Kathleen Kelley, Marianne Schwartz-Kesling, Soledad Figueroa, and Lisa Grocott.
2. Authorize the Director of Human Services to sign the required Certification Statement Regarding Composition of Local Planning Council Membership.

### **Executive Summary:**

#### **Background**

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 services for the benefit of all children (primarily birth to 12), their families, and Sonoma County.

The Child Care Planning Council was originally established in 1992 to meet the requirements mandated by the passage of Assembly Bill (AB) 2141, which created local child care and development planning councils to identify local priorities for child care and state preschool expansion funds. The passage of AB 1542, which established the CalWORKs program, also required the County Superintendent and the Board of Supervisors to designate a local child care planning council to establish priorities for state-funded child care and development services and to develop a comprehensive countywide plan for child care. It is this bill that connects 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, which is staffed by the Sonoma County Office of Education.

**Discussion:**

The Council recommends the appointment and re-appointment of members that meet the legislated membership requirements to the Board of Supervisors and the County Superintendent of Schools to jointly 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 Child Care Planning Council bylaws allow up to 35 members. Current membership is 21 members. There are usually between 20-25 active members on the Council. As required, the Child Care Planning Council makes every effort to assure that the ethnic, racial and geographic composition is reflective of the county. The CCPC Membership Chair and Committee have been working hard over the last year to increase membership. 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 outreach. Members are appointed for two-year terms with half of the members' terms expiring each year.

The Board of Supervisors is requested to re-appoint the following members. These re-appointment recommendations have been made to and approved by the County Superintendent of Schools for the following members:

- Melanie Dodson, Community Child Care Council of Sonoma County, Child Care Consumer Seat
- Jason Riggs, Executive Director of Extended Child Care, Child Care Consumer Seat
- Terry Ziegler, Owner/Director of Mt. Taylor Children's Centers, Child Care Provider Seat
- Debbie Blanton, SCOE Special Education Preschool, Public Agency Seat
- John Paul, Sonoma County Human Services, Public Agency Seat
- Kathleen Kelley, Early Learning Institute, Community Seat
- Marianne Schwartz-Kesling, SRJC CalWORKs Community Seat
- Soledad Figueroa, River to Coast Children's Services, Discretionary Seat
- Lisa Grocott, Community Action Partnership, Discretionary Seat

The Council will have 14 openings for additional members after these re-appointments are approved.

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.

**Prior Board Actions:**

- November 15, 2016: Appoint member to Sonoma County Child Care Planning Council
- November 15, 2016: Accept Comprehensive 2016-2021 Child Care Plan
- September 13, 2016: Appoint/move members of the Sonoma County Child Care Planning Council.
- January 5, 2016: Appointed/reappointed members of the Sonoma County Child Care Planning Council and approved by-laws which established term of membership.
- June 9, 2015: Approved Sonoma County Child Care Planning Council's Funding Priorities by Zip Code.
- April 7, 2015: Passed resolutions recognizing Week of the Young Child.

<b>Strategic Plan Alignment</b> 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.			
<b>Fiscal Summary</b>			
<b>Expenditures</b>	<b>FY 16-17 Adopted</b>	<b>FY 17-18 Projected</b>	<b>FY 18-19 Projected</b>
Budgeted Expenses			
Additional Appropriation Requested			
<b>Total Expenditures</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Funding Sources</b>			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
<b>Total Sources</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Narrative Explanation of Fiscal Impacts:</b>			
There are no fiscal impacts associated with this action.			
<b>Staffing Impacts</b>			
<b>Position Title</b> (Payroll Classification)	<b>Monthly Salary Range</b> (A – I Step)	<b>Additions</b> (Number)	<b>Deletions</b> (Number)
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
There are no staffing impacts associated with this action.			
<b>Attachments:</b>			
Child Care Planning Council of Sonoma County Membership List Certification Statement Regarding Composition of LPC Membership			
<b>Related Items “On File” with the Clerk of the Board:</b>			
N/A			

**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: <b>Sonoma</b>		County Coordinator Name and Telephone Number: <b>Susy Marrón, (707) 524-2639</b>
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
<b>Melanie Dodson</b>	<b>131-A Stony Cir., #300 Santa Rosa, CA 95401 (707) 522-1413x130</b>	<b>Seat Appointed January 1, 2017 Expires December 31, 2018</b>
<b>Rebecca Hachmyer</b>	<b>37 Aveye Way Petaluma, CA 94952 (707) 321-2320</b>	<b>Seat Appointed January 1, 2016 Expires December 31, 2017</b>
<b>Kellie Noe</b>	<b>490 Mendocino Ave., # 202 Santa Rosa, CA 95401 (707) 565-6615</b>	<b>Seat Appointed January 1, 2016 Expires December 31, 2017</b>
<b>Jason Riggs</b>	<b>1745 Copperhill Pkwy. #5 Santa Rosa, CA 95403 (707) 545-2402</b>	<b>Seat Appointed January 1, 2017 Expires December 31, 2018</b>
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
<b>Megan Hede</b>	<b>4303 Gilford Lane Rohnert Park, CA 94928 (707) 588-0498</b>	<b>Seat Appointed September 13, 2016 Expires December 31, 2017</b>
<b>Nicole "Noel" Mitchell</b>	<b>599 Tomales Rd. Petaluma, CA 94952 (707) 765-7334</b>	<b>Seat Appointed January 1, 2016 Expires December 31, 2017</b>
<b>Alicia Morales</b>	<b>1400 N. Dutton Ave. Santa Rosa, CA 95401 (707) 624-5357</b>	<b>Seat Appointed January 1, 2016 Expires December 31, 2017</b>
<b>Cathy Vaughn</b>	<b>P.O. Box 760 Sonoma, CA 95476 (707) 996-2422</b>	<b>Seat Appointed January 1, 2016 Expires December 31, 2017</b>
<b>Terry Ziegler</b>	<b>190 Arlen Drive Rohnert Park, CA 94928 (707) 793-9020</b>	<b>Seat Appointed January 1, 2017 Expires December 31, 2018</b>
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
<b>Debbie Blanton</b>	<b>8511 Limon Way Rohnert Park, CA 94928 (707) 522-3272</b>	<b>Seat Appointed January 1, 2017 Expires December 31, 2018</b>

<b>Alice Hampton</b>	<b>1501 Mendocino Ave. Santa Rosa, CA 95401 (707) 522-2619</b>	<b>Seat Appointed January 1, 2016 Expires December 31, 2017</b>
<b>John Paul</b>	<b>2227 Challenger Way Santa Rosa, CA 95407 (707) 565-5592</b>	<b>Seat Appointed January 1, 2017 Expires December 31, 2018</b>
<b>Alice Hampton</b>	<b>1501 Mendocino Ave. Santa Rosa, CA 95401 (707) 522-2619</b>	<b>Seat Appointed January 1, 2016 Expires December 31, 2017</b>
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
<b>Carrie Anabo</b>	<b>120 Eleventh Street Santa Rosa, CA 95401 (707) 528-4946</b>	<b>Seat Appointed January 1, 2016 Expires December 31, 2017</b>
<b>Missy Danneberg</b>	<b>1501 Mendocino Avenue Santa Rosa, CA 95401 (707) 527-4315</b>	<b>Seat Appointed November 15, 2016 Expires December 31, 2018</b>
<b>Kathleen Kelley</b>	<b>311 Professional Drive Rohnert Park, CA 94928 (707)591-0170</b>	<b>Seat Appointed January 1, 2017 Expires December 31, 2018</b>
<b>Marianne Schwarz-Kesling</b>	<b>1501 Mendocino Ave. Santa Rosa, CA 95401 (707) 522-8806</b>	<b>Seat Appointed January 1, 2017 Expires December 31, 2018</b>
<b>Heather Sweet-Krikac</b>	<b>1243 Ripley St. Santa Rosa, CA 95401 (707) 542-3432</b>	<b>Seat Appointed January 1, 2016 Expires December 31, 2017</b>
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
<b>Soledad Figueroa</b>	<b>P.O. Box 16 Guerneville, CA 95446 (707) 869-3613</b>	<b>Seat Appointed January 1, 2017 Expires December 31, 2018</b>
<b>Lisa Grocott</b>	<b>1300 N. Dutton Ave. Santa Rosa, CA 95405 (707) 544-6911</b>	<b>Seat Appointed January 1, 2017 Expires December 31, 2018</b>
<b>Sonya Valiente</b>	<b>18606 Riverside Dr. Sonoma, CA 95476 (707) 935-4221</b>	<b>Seat Appointed January 1, 2016 Expires December 31, 2017</b>
<b>Margie Vondrak</b>	<b>1436 Mathias Place Rohnert Park, CA 94928 (707) 795-1977</b>	<b>Seat Appointed January 1, 2016 Expires December 31, 2017</b>
Authorized Signatures		
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 (Chapter 270, Statutes 1997; California *Education Code* 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.

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

# Child Care Planning Council of Sonoma County

Membership as of Wednesday, December 27, 2016

<u>Membership Category</u>	<u># of Seats</u>	<u>Name</u>	<u>Organization</u>
<b>Child Care Consumer</b>			
	1	Melanie Dodson	Community Child Care Council of Sonoma County
	1	Rebecca Hackmyer	Graduate Student Instructor
	1	Kellie Noe	Sonoma County Human Services Department
	1	Jason Riggs	Extended Child Care
	1	Vacancy	
	1	Vacancy	
	1	Vacancy	
<b>Total Seats</b>	<b>7</b>		
<b>Child Care Provider</b>			
	1	Megan Hede	Peek-A-Boo Playhouse
	1	Nicole "Noel" Michelle	Two Rock CDC
	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	Vacancy	
	1	Vacancy	
<b>Total Seats</b>	<b>7</b>		
<b>Community</b>			
	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	
<b>Total Seats</b>	<b>7</b>		
<b>Discretionary</b>			
	1	Soledad Figueroa	River to Coast Childrens 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	
<b>Total Seats</b>	<b>7</b>		
<b>Public Agency</b>			
	1	Debbie Blanton	Sonoma County Office of Education
	1	Alice Hampton	Santa Rosa Junior College
	1	John Paul	Sonoma County Human Services Department
	1	Vacancy	
<b>Total Seats</b>	<b>7</b>		

35 Total Membership

21 Seats Filled

14 Vacancy



County of Sonoma  
Agenda Item  
Summary Report

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

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

**To:** Board of Supervisors

**Board Agenda Date:** February 7, 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:** Gold Resolution

**Recommended Actions:**

Adopt a resolution honoring and commending Chis Brokate as founder of The Clean River Alliance.  
(Fifth District.)

**Executive Summary:**

In 2014, Chris Brokate formed the Clean River Alliance as a result of seeing large amounts of trash and debris entering Russian River during heavy rains and into the estuary and out to the ocean. He organized regular clean ups along the river, removing thousands of pounds of trash.

**Discussion:**

**Prior Board Actions:**

None.

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

<b>Fiscal Summary</b>			
<b>Expenditures</b>	<b>FY 16-17 Adopted</b>	<b>FY 17-18 Projected</b>	<b>FY 18-19 Projected</b>
Budgeted Expenses			
Additional Appropriation Requested			
<b>Total Expenditures</b>			
<b>Funding Sources</b>			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
<b>Total Sources</b>			
<b>Narrative Explanation of Fiscal Impacts:</b>			
<b>Staffing Impacts</b>			
<b>Position Title (Payroll Classification)</b>	<b>Monthly Salary Range (A – I Step)</b>	<b>Additions (Number)</b>	<b>Deletions (Number)</b>
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
<b>Attachments:</b>			
Gold Resolution.			
<b>Related Items “On File” with the Clerk of the Board:</b>			
None.			



County of Sonoma  
State of California

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Date: February 7, 2017

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

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4/5 Vote Required

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**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,  
Honoring And Commending Chris Brokate As Founder Of The Clean River Alliance**

**Whereas**, in December 2014, Russian River resident Chris Brokate became increasingly concerned about the devastating effects of trash coming down the river, into the estuary, and out into the ocean during heavy rains. As a result, he began working with friends to organize regular clean ups along the river, which eventually resulted in the Clean River Alliance; and

**Whereas**, in 2015, Chris began partnering with other non-profit groups and public agencies along with private business groups to further his mission to conduct weekly cleanups in order to dramatically reduce the negative impacts of man-made debris on the Russian River. Clean River Alliance became a project of the Russian Riverkeeper organization, and removed over 85,000 pounds of trash from our waterways; and

**Whereas**, Chris and his enthusiastic group of volunteers, known as the Garbage Patch Kids, expanded their efforts to include the upper River, nearly 500 volunteers, additional public events in concert with other groups, and doubled their efforts to remove over 155,000 pounds of trash in 2016; and

**Whereas**, an outreach and education campaign which engages the shelterless community to voluntarily gather and stage garbage and trash that would otherwise end up in the river resulted in nearly 50,000 pounds of material collected solely by these valued volunteers; and

**Whereas**, what began as one man's lifelong love for nature and energy to tackle blight and environmental harm has evolved into a successful community mission that has dramatically reduced negative impacts on our River, estuary and ocean.

**Now, Therefore, Be It Resolved** that the Board of Supervisors of the County of Sonoma thanks Chris Brokate and the Clean River Alliance's Garbage Patch Kids and commends them for their gritty determination, graceful contributions, and many efforts to make the Russian River and Sonoma Coast a more beautiful, healthy, and safe place for our

Resolution #

Date:

Page 2

community.

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

**To:** Board of Supervisors

**Board Agenda Date:** February 7, 2017

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Supervisor Shirlee Zane

**Supervisorial District(s):**

Third

**Title:** Gold Resolution

**Recommended Actions:**

Adopt a Gold Resolution Proclaiming February 1-28, 2017 as Career and Technical Education Month.  
(Third District)

**Executive Summary:**

Adopt a Gold Resolution Proclaiming February 1-28, 2017 as Career and Technical Education Month.  
(Third District)

**Discussion:**

**Prior Board Actions:**

**Strategic Plan Alignment**      Goal 3: Invest in the Future

<b>Fiscal Summary</b>			
<b>Expenditures</b>	<b>FY 16-17 Adopted</b>	<b>FY 17-18 Projected</b>	<b>FY 18-19 Projected</b>
Budgeted Expenses			
Additional Appropriation Requested			
<b>Total Expenditures</b>			
<b>Funding Sources</b>			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
<b>Total Sources</b>			
<b>Narrative Explanation of Fiscal Impacts:</b>			
<b>Staffing Impacts</b>			
<b>Position Title (Payroll Classification)</b>	<b>Monthly Salary Range (A – I Step)</b>	<b>Additions (Number)</b>	<b>Deletions (Number)</b>
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
<b>Attachments:</b>			
<b>Related Items "On File" with the Clerk of the Board:</b>			



## County of Sonoma Agenda Item Summary Report

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

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

**To:** Sonoma County Board of Supervisors

**Board Agenda Date:** February 7, 2017

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Sheryl Bratton, (707) 565-2431  
Christina Cramer, (707) 565-2988

**Supervisorial District(s):**

All

**Title:** Personal Services Agreement – Director of Health Services

### **Recommended Actions:**

Authorize the Chair to execute the Personal Services Agreement with Barbie Robinson as the Director of Health Services, placing her at the "G" step in the position's salary range including eligibility for other County benefits in accordance with Salary Resolution 95-0926 as amended, with the agreement term of February 7, 2017 through February 7, 2020.

### **Executive Summary:**

The attached personal services agreement reflects a successful negotiation between Barbie Robinson and the Board. The term of the personal services agreement will be for three (3) years starting on February 7, 2017. The annual salary range for Director of Health Services is \$167,283 to \$203,348 and Barbie has been appointed within the salary range in accordance with the Salary Resolution.

### **Discussion:**

As a result of the resignation of the Director of Sonoma County Health Services in September 2016, the Board appointed Assistant Director of Sonoma County Health Services Barbie Robinson to the position of Interim Director of Sonoma County Health Services. Ms. Robinson has been in the Health field for approximately 15 years. Prior to joining the County in 2016 as the Assistant Director, she was employed for the Centers for Medicare & Medicaid Services in various capacities and offices since 2005, most recently as an Associate Regional Administrator.

The Personal Services agreement places Ms. Robinson at the "G" step in the salary range for Director of Health Services, which is \$193,663.86 annually, and enables Ms. Robinson to receive other fringe benefits such as sick and vacation accrual, and health and welfare benefits where eligibility is met pursuant to the County's Salary Resolution 95-0926, as amended. The term of the agreement is February 7, 2017 through February 7, 2020.

<b>Prior Board Actions:</b>			
Appointment to Interim Director of Health Services, September 15, 2016.			
<b>Strategic Plan Alignment</b> Goal 4: Civic Services and Engagement			
This position provides the civic services and support required to manage various Health Service programs and services that advance the achievement of Board priorities.			
<b>Fiscal Summary</b>			
<b>Expenditures</b>	<b>FY 16-17 Adopted</b>	<b>FY 17-18 Projected</b>	<b>FY 18-19 Projected</b>
Budgeted Expenses	\$193,664	193,664	
Additional Appropriation Requested			
<b>Total Expenditures</b>			
<b>Funding Sources</b>			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
<b>Total Sources</b>			
<b>Narrative Explanation of Fiscal Impacts:</b>			
<b>Staffing Impacts</b>			
<b>Position Title</b> (Payroll Classification)	<b>Monthly Salary Range</b> (A – I Step)	<b>Additions</b> (Number)	<b>Deletions</b> (Number)
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
<b>Attachments:</b>			
Agreement for Personal Services – Director of Health Services			

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

AGREEMENT FOR PERSONAL SERVICES  
DIRECTOR OF HEALTH SERVICES

This Agreement is made this 7th day of February, 2017 by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "COUNTY") and BARBIE ROBINSON (hereinafter called "EMPLOYEE").

WITNESSETH:

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

WHEREAS, EMPLOYEE acknowledges that by accepting the position of Director of Health Services, she will be an at-will employee, and that, as such, her position will be in the unclassified service under the Sonoma County Civil Service System; and

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

1. Term of Employment. COUNTY hereby employs EMPLOYEE in the position of Director of Health Services for three (3) years, commencing on February 7, 2017, and ending on February 7, 2020, subject, however, to termination as herein provided.

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

3. Compensation.

(a) EMPLOYEE's salary shall be initially set at the "G" step of the salary range as established by the Sonoma County Salary Resolution 95-0926, and as amended or until superseded by further resolution(s) of the Board of Supervisors. Any provisions of the Salary Resolution regarding merit increases or step advancements, including Section 7.19, are not applicable or made part of this Agreement. EMPLOYEE may advance in the salary range, if the Board determines that EMPLOYEE is eligible for advancement based upon annual performance evaluations.

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

(c) EMPLOYEE shall be reimbursed for documented moving expenses pursuant to Administrative Policy 4-9 (Policy Relocation Incentives and Reimbursement Expenses for Management and Unrepresented New Hires), attached hereto as Exhibits B and C. The

COUNTY will authorize the reimbursement after receiving three (3) estimates, of which it will reimburse the lowest estimated cost. If EMPLOYEE voluntarily leaves County employment before completing two (2) years of employment with the County under this Agreement, EMPLOYEE agrees to reimburse the COUNTY for moving expenses.

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

5. Expiration and Non-renewal. At the expiration of the term of this Agreement, EMPLOYEE's employment shall automatically terminate. COUNTY agrees to give written notice of its intention of non-renewal at least sixty (60) calendar days in advance of the expiration of this Agreement; provided, however, that failure to give sixty-day notice of non-renewal shall cause this Agreement to be extended for up to an additional period of sixty (60) calendar days from the Agreement expiration date, and shall not result in an automatic renewal of the agreement.

6. Termination. EMPLOYEE shall serve at the will and pleasure of the COUNTY 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 COUNTY 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 COUNTY 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 COUNTY'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 COUNTY arising out of or related to her employment.

(b) Termination with cause: COUNTY 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 COUNTY 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 COUNTY. 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 COUNTY 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 COUNTY Board of Supervisors 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 COUNTY Board of Supervisors 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 COUNTY. The Chair's decision to place EMPLOYEE on administrative leave is subject to ratification by the Board of Supervisors 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 Supervisors. 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. COUNTY and EMPLOYEE agree that COUNTY 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. COUNTY 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 COUNTY'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) Resignation by Employee.

a) EMPLOYEE may terminate her employment at any time by delivering to the COUNTY Board of Supervisors her written resignation. Such resignation shall be irrevocable and shall be effective not earlier than sixty (60) calendar days following delivery, unless waived by the Board of Supervisors. With the approval of the Board of Supervisors, a resignation may be rescinded at any time prior to the effective date of the resignation. At the request of the Board of Supervisors or with its approval, the originally scheduled date of retirement may be extended for any agreed upon period of time.

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

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

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 COUNTY.

9. Compliance with Law. EMPLOYEE shall, during her 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 COUNTY of any and all obligations to EMPLOYEE. Such act or omission shall constitute sufficient grounds for EMPLOYEE's termination with cause pursuant to this Agreement.

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

10. No Representations or Warranties on Tax or Retirement Issues. EMPLOYEE acknowledges and agrees that the COUNTY has not made any representations or warranties regarding tax consequences or retirement compensation pertaining to her salary, health and other 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 calculating retirement benefits.

11. Conflict of Interest. EMPLOYEE covenants that she 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 her duties required under this Agreement. EMPLOYEE shall comply with all state and local conflict of interest laws or policies, including, but not limited to, Government Code section 1090, the Political Reform Act and requirements promulgated by the Fair Political Practices Committee, the County's policies on incompatible offices and conflicts of interest, and any Departmental policies on conflicts of interest. EMPLOYEE shall also complete and file a "Statement of Economic Interest" with the County, disclosing EMPLOYEE's financial interests, as required by the County's Conflict of Interest Code.

ATTEST:

COUNTY OF SONOMA

\_\_\_\_\_  
Clerk of the Board

By \_\_\_\_\_  
Chair, Board of Supervisors

EMPLOYEE

\_\_\_\_\_  
BARBIE ROBINSON

cc: Department/CAO  
Auditor-Controller  
Employee Personnel File

EXHIBIT A  
DIRECTOR OF HEALTH SERVICES

Definition

Under general policy direction of the Board of Supervisors and the County Administrator, provides leadership and administrative policy direction for programs and services of the Department of Health Services; and performs related duties as required.

Distinguishing Characteristics

The incumbent of this class serves as the department head for the Sonoma County Department of Health Services. The incumbent is in a position of trust and confidence and serves as the department head and appointing authority for all employees in the Department of Health Services except for the Public Health Officer who, by law, is appointed by the Board of Supervisors. The Director of Health Services reports to the Board of Supervisors through the County Administrator to provide advice and consultation on all matters related to the requirements of the department and the administrative performance of the Public Health Officer. The Director of Health Services has been delegated authority and is held accountable for the overall resource development and administration of all programs, services and employees of the Department of Health Services. Work is performed with a maximum amount of independent judgment and initiative within broad policy objectives established by the Board of Supervisors and the County Administrator. The incumbent serves a one-year probationary period.

Typical Duties

Provides leadership and administrative policy direction; coordinates administration of all departmental divisions; evaluates performance of subordinate managers; conducts meetings and conferences with department staff; advises the Board of Supervisors regularly of health services issues.

Develops an organizational chart which identifies department divisions and sections with an explanation of how authority will be delegated and work will flow; develops and recommends changes as necessary; refines management structure with particular attention to lines of communication, decision making, and accountability; develops and implements administrative policies and procedures.

Directs the research, analysis and formulation of the department budget; determines departmental budget priorities; prepares and justifies program and budget recommendations to the County Administrator and the Board of Supervisors; ensures that budget expenditures are properly controlled.

Submits estimates of facility requirements with estimated costs and time lines for relocation and/or modifications.

Establishes and evaluates monitoring and evaluation systems; establishes measurable standards for reviewing the success of the plan and the new systems and services.

Interviews and selects top management staff; reviews and approves staff training program; recommends changes in position classification consistent with organizational structure; evaluates the performance of subordinate managers; approves or disapproves merit salary increases; adjusts employee grievances within limits of delegated authority, has authority to hire and discharge in the Health Services Department; delegates authority and holds subordinate managers accountable for the efficient administration of their divisions or sections.

Reviews and approves Board of Supervisors' agenda items, personnel, operational and budgetary actions recommended by Division Directors.

Coordinates the administration of public health, mental health and environmental health divisions, initiates, implements, and reconciles management practices and policies; consults with the Public Health Officer concerning medical protocols that affect the delivery of public health, mental health and environmental health services; approves changes and modifications recommended by the Public Health Officer and ensures intra-departmental communication and implementation of changes and modifications of protocols.

Advises the Board of Supervisors and the County Administrator of any changes in state laws or regulations that will have an impact on the delivery of public health, mental health and environmental health services; provides the Board of Supervisors and the County Administrator with specific plans, costs and recommendations needed to meet legal requirements.

Establishes and maintains effective communication and working relationships with related County departments and key officials of state, federal and local agencies.

With concurrence of the Board of Supervisors and the County Administrator, seeks and applies for grants in aid to improve or enhance the delivery of mental health, public health and environmental health services.

Coordinates preparation and release to the media of information related to the programs and services of the Department of Health Services.

Coordinates and directs the provision of technical and professional assistance to other county departments, other health agencies, businesses and members of the general public on matters affecting the health and safety of the citizens of Sonoma County.

Serves as the local Mental Health Director, or may delegate authorities and responsibilities.

Conducts meetings and conferences with department staff; interprets policies, rules and regulations to staff members; allocates and reallocates department resources to meet mental health, public health and environmental health service needs; analyzes difficult management and

fiscal problems, considers available options, evaluates possible solutions, selects an appropriate solution and implements a decision to resolve the problem.

#### Knowledge and Abilities

**Extensive knowledge of:** modern personnel, financial and program management processes and procedures required to effectively plan, organize and direct a Health Services Department.

**Knowledge of:** federal, state and local laws, ordinances, rules and regulations relating to the management and operations of a Health Services Department; research methodology, report writing and basic statistics.

**Thorough knowledge of:** modern organizational and planning techniques used to manage a multi-service health services agency.

**Considerable knowledge of:** the social and economic problems that have an impact on the public health, mental health, and environmental health of the community; communications and conflict resolution techniques.

**Ability to:** evaluate the performance of subordinates, identify behavior and performance problems, communicate appropriate employment standards to affected employees and hold those employees to the standards; analyze management problems, to reach practical conclusions, and institute effective changes; develop and update departmental rules, regulations and policies; direct or prepare comprehensive, clear written reports and oral presentations containing alternate solutions and recommendations regarding specific resources, plans and policies; establish and maintain effective professional and working relationships with the Board of Supervisors, the County Administrator, other County department heads, subordinates, community groups, medical professionals, other health agencies, the general public and others who have an interest in health services issues; understand and appreciate differing views on the role of the Department of Health Services in the management of sensitive health services issues.

#### Minimum Qualifications

**Education:** Any combination of education or training that would provide the opportunity to acquire the knowledge and abilities listed. Normally, graduation from an accredited college or university with a degree in health care administration, public administration, hospital administration, business administration or a closely related field would provide such opportunity. Possession of a Masters degree is desirable. Incumbent must meet the standards contained in the California Administrative Code, Title IX, Section 620.

**Experience:** Any combination of experience which would provide the opportunity to acquire the knowledge and abilities listed. Normally, five years of increasingly responsible experience managing a health services organization or large division of such organization would provide such opportunity.

**License:** Possession of a valid driver's license at the appropriate level including special endorsements, as required by the State of California, may be required depending upon assignment to perform the essential job functions of the position.



**ADMINISTRATIVE POLICY 4-9:**

**Policy for Relocation Incentives and Reimbursement Expenses for Management and Unrepresented New Hires**

Approved: Board of Supervisors

Authority: County Administrator

Resolution: 07-0760

Revised Date: 9/11/07

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**I. Purpose**

To establish criteria and approval authority for the authorization of certain relocation incentives and reimbursement of relocation expenses associated with the hiring of new employees in selected management and unrepresented positions.

**II. Policy**

Certain relocation incentives may be authorized and/or moving expenses may be reimbursed by County departments for department heads, assistant department heads, management classification, or difficult-to-fill unrepresented positions that fulfill a critical need in the County organization. The policy is limited to new hires not already employed by the County of Sonoma. The County Administrator as designee shall review, and if acceptable, authorize any incentives or reimbursements under this policy. A difficult-to-fill position is defined as a position where Human Resources had conducted aggressive recruiting efforts and the results of the effort indicate that the candidate pool is limited and the offering of relocation incentives may be a key factor in acquiring a viable candidate.

Costs of the relocation incentives/reimbursements will be borne by the hiring department.

**A. Moving Expenses**

1. Relocated employees will be reimbursed for reasonable and actual moving expenses according to the following:
  - a. The County of Sonoma agrees to reimburse the employee for the cost of moving normal household items and full value insurance protection from origin to destination.
  - b. The County of Sonoma will authorize the reimbursement after receiving three estimates from the candidate; County of Sonoma will reimburse the lowest of the three estimates.
  - c. Applicable receipts will be required prior to authorization and the claim for reimbursement shall follow the County Auditor's standard claim procedures.
2. The following are required to be eligible for reimbursement:
  - a. The new hire must not be a current Sonoma County employee.
  - b. The distance between the new hire's old residence and their new place of work must be at least 50 miles greater than the distance between the old home and the old place of work.
  - c. The new place of residence is within the geographic boundaries of Sonoma County or within a commutable distance of the counties immediately adjacent to Sonoma County.

3. Some examples of moving expenses not authorized by this policy:
  - a. Special services such as maid service, carpet service, disassembly of unusual articles
  - b. Transportation of vehicles, camping or utility trailers, building materials, firewood, landscape materials, animals, boats, or items not considered to be normal household items
  - c. Visits to the new location to secure housing
  - d. Storage costs at destination
  - e. Temporary living expenses at destination
  - f. Costs associated with the sale or purchase of residences, or forfeiture of deposit, penalty, etc. as a result of breaking or terminating a lease/agreement

4. Terms of Agreement:

- a. The parties shall enter into an agreement that shall include the following:
  - 1) The employee shall be required to repay 100% of the reimbursed amounts if the employee voluntarily terminates employment within 24 months from the date of hire.
  - 2) If the employee is terminated from employment for any reason other than reasonable cause, no repayment will be required; if the employee is terminated for cause (as defined in Civil Service Rule 10, Section 10.3, A), repayment will be required according to item 4(a) above.
  - 3) The County of Sonoma shall not reimburse for any other moving expenses not listed in the agreed upon moving estimate.
  - 4) The parties agree that the employee reimbursement as described above shall be repaid to the County of Sonoma within 30 days of separation.
- b. Reimbursement of the expenses defined in item 1) are usually considered qualified expenses per current IRS regulations and are not subject to tax withholding and will be processed as reimbursements per the County's standard claim procedures. Employees are encouraged to check with a tax accountant if they have any questions on what relocation expenses may be listed as deductions in personal income statements.
- c. Employees will be responsible for all expenses not listed above that relate to relocating to the new job location.

B. Advancement of Vacation and Sick Leave Hours upon Hire

New hires, meeting the criteria as stated above and with the approval of the County Administrator or his/her designee may be granted up to two weeks of vacation and/or two weeks of sick leave for department heads or assistant department heads, 24 hours of vacation and/or 24 hours of sick leave for the balance of management/unrepresented employees upon employment. Upon receiving approval, departments must ensure that the agreed upon number of hours has been documented in the new hire's job offer letter and a copy is retained in the employee's personnel file.

### **III. Procedure**

#### **A. Request for Approval**

The Department Head shall complete the Relocation Incentives and Reimbursement Expenses Request Form and provide to the County Administrator for review and approval. Prior to any formal offer of incentives or reimbursement, departments must have approval from the County Administrator.

#### **B. Moving Expenses**

For reimbursement for relocation expenses, the Relocation Agreement Form shall be executed by the employee and County Administrator, or the department head, if so designated, prior to the employee's first day of employment and prior to any approval of expenses. Departments must retain the original copy of the executed form in the employee's personnel file. A Reimbursement Request Form, a copy of the executed Relocation Agreement Form, and a copy of the Relocation Incentives and Reimbursement Expenses Request Form needs to be attached to accompanying receipts and provided to the Auditor/Controller for processing.

Human Resources recommends the Relocation Agreement Form be used in conjunction with the offer of employment letter.

#### **C. Advancement of Vacation and Sick Leave Hours upon Hire**

Department Heads should instruct department payroll staff to complete a Leave Adjustment Form. The Leave Adjustment Form and a copy of the Relocation Incentives and Reimbursement Expenses Request Form approved by the County Administrator should be provided to the Auditor/Controller payroll division for processing.

Human Resources recommends the Relocation Agreement Form be used in conjunction with the offer of employment letter. Copies of the Relocation Incentives and Reimbursement Expenses Request Form and Relocation Agreement Form can be found on the Human Resources Department Intranet site.

### **IV. Interpretation**

Questions on policy interpretation, application, or variations will be resolved by the County Administrator or his/her designee.

**Exhibit C**  
**County of Sonoma**  
**Reimbursement of Relocation Expenses Agreement**

This is an agreement between the County of Sonoma and Barbie Robinson. The County of Sonoma agrees to reimburse certain moving expenses that you incur as a result of moving your residence.

- 1) Relocated employee will be reimbursed for reasonable and actual moving expenses according to the following:
  - a) The County of Sonoma agrees to reimburse the employee for the cost of moving normal household items and full value insurance protection from origin to destination
  - b) The County of Sonoma will authorize the reimbursement after receiving three estimates from the candidate; the County of Sonoma will reimburse the lowest of the three estimates
  - c) Applicable receipts will be required prior to authorization and the claim for reimbursement shall follow the County Auditor's standard claim procedures
  
- 2) The Following are required to be eligible for reimbursement:
  - a) The new hire must not be a current Sonoma County employee
  - b) The distance between the new hire's old residence and their new place of work must be at least 50 miles greater than the distance between the old home and the old place of work
  - c) The new place of residence is within the geographic boundaries of Sonoma County or within a commutable distance of the counties immediately adjacent to Sonoma County
  
- 3) Moving expenses not authorized:
  - a) Special services such as maid service, carpet service, disassembly of unusual articles
  - b) Transportation of vehicles, camping or utility trailers, building materials, firewood, landscape materials, animals, boats, or items not considered to be normal household items
  - c) Visits to the new location to secure housing
  - d) Storage costs at destination
  - e) Temporary living expenses at destination
  - f) Costs associated with the sale or purchase of residences, or forfeiture of deposit, penalty, etc. as a result of breaking or terminating a lease/agreement
  
- 4) Terms of Agreement:
  - a) The parties shall enter into an agreement that shall include the following:
    - i) The employee shall be required to repay 100% of the reimbursed amounts if the employee voluntarily terminates employment within 24 months from the date of hire
    - ii) If the employee is terminated from employment for any reason other than reasonable cause, no repayment will be required; if the employee is terminated for cause (as defined in Civil Service Rule 10, Section 10.3, A), repayment will be required according to item 4(a) above
    - iii) The County of Sonoma shall not reimburse for any other moving expenses not listed in the agreed upon moving estimate
    - iv) The parties agree that the employee reimbursement as described above shall be repaid to the County of Sonoma within 30 days of separation
  
  - b) Reimbursement of the expenses defined in item 1) are considered qualified expenses per current IRS regulations and are not subject to tax withholding and will be processed as reimbursements per the County's standard claim procedures. (Employees are encouraged to check with a tax accountant if they have any questions on what relocation expenses may be listed as deductions in personal income statements.)

- c) Employees will be responsible for all expenses not listed above that relate to relocating to the new job location.

The parties have agreed to the above listed terms and conditions set forth in this agreement.

\_\_\_\_\_  
County Administrator/Designee Date

Accepted by:

\_\_\_\_\_  
Name Date



## County of Sonoma Agenda Item Summary Report

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

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

**To:** Board of Supervisors

**Board Agenda Date:** February 7, 2017

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Supervisor Shirlee Zane 565-2431

**Supervisorial District(s):**

**Title:** Minute Order and Resolution on Immigrant Services and Protections

### **Recommended Actions:**

- A. Adopt a Minute Order directing staff to:
1. Provide a summary of current legislative and executive activity at the State and Federal level, including an analysis of SB 54 (de León), and make related recommendations;
  2. Assess the opportunity and need for a community summit on immigration issues, including a proposal for a scope and budget for such summit;
  3. Assess the County and community's capacity for immigrant legal deportation defense, and propose opportunities to strategically enhance that capacity;
  4. Identify opportunities to further engage the community and disseminate information on rights and services for undocumented immigrants; and
  5. Assess the County's current immigration-related activities and seek additional potential local actions or programs to maintain the safety of immigrant communities.
- B. Adopt a Resolution affirming the County's commitment to protecting the rights of all residents regardless of immigration status.

### **Executive Summary:**

While immigration and immigrant rights have long been an issue of importance to Sonoma County, current federal and state executive and legislative actions demonstrate a need for the County to reassess the needs of undocumented community members with respect to services and legal protection. This proposed minute order directs staff to research and provide an analysis of recent developments in immigration law, identify opportunities for legislative advocacy at the State and Federal levels, and consider and propose opportunities to support service provision and dissemination of information. This action also recommends the adoption of a resolution to affirm the County's commitment to supporting the rights of all residents regardless of immigration status.

### **Discussion:**

On January 10, 2017, the Board of Supervisors adopted the 2017-2018 Legislative Platform, which sets forth those issues for which the County intends to advocate at a State and Federal level. The Platform

includes the County’s intention to support efforts to enhance legal protections for undocumented immigrants, increase funding for legal services and deportation defense, and address the growing number of undocumented children crossing the border, including increasing funds for immigration-related legal services, shelter and care. The Board requested that staff follow up with an analysis of recently introduced legislation and actions the County can take to support local immigrant communities.

The proposed action memorializes the Board’s priorities and areas of interest for further analysis. The order details the work staff will undertake to return to the Board for consideration and action. Staff’s work will include the following:

- Researching and analyzing current and recently introduced or enacted immigration laws and executive orders to understand the legal and political landscape, identify opportunities to advocate for change at the State and Federal levels, and weigh any potential risks associated with those efforts.
- Engaging with local governments, local nonprofits and community members to develop a plan for an immigrant rights summit to identify strategic areas for action and support and potential solutions.
- Identifying services for immigrants, analyzing the sufficiency and eligibility for those services as compared with the need, conducting a service gap analysis, and researching and assessing opportunities for the County to support legal services for immigrants either within the County or within community organizations.
- Identifying current outreach and education efforts and consider opportunities to enhance or support those efforts.

Following adoption of this minute order, staff is directed to return to the Board within a month with an update and recommended action plan with respect to the above.

**Prior Board Actions:**

January 10, 2017: The Board adopted the 2017-2018 State and Federal Legislative Platform which authorizes legislative advocacy efforts.

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

Supporting broad immigration reform and enhancement of immigrant rights protects the safety and wellbeing of the residents of Sonoma County by ensuring that all residents, regardless of immigration status or the status of their family members, feel secure in their communities and have safe access to essential services.

<b>Fiscal Summary</b>			
<b>Expenditures</b>	<b>FY 16-17 Adopted</b>	<b>FY 17-18 Projected</b>	<b>FY 18-19 Projected</b>
Budgeted Expenses	\$13,500		
Additional Appropriation Requested			
<b>Total Expenditures</b>	<b>\$13,500</b>		
<b>Funding Sources</b>			
General Fund/WA GF	\$13,500		
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
<b>Total Sources</b>	<b>\$13,500</b>		
<b>Narrative Explanation of Fiscal Impacts:</b>			
Staff anticipates that the County Administrator’s Office, the County Counsel’s Office and several other County departments will expend approximately 100 hours of work to complete the work as directed by this minute order.			
<b>Staffing Impacts</b>			
<b>Position Title (Payroll Classification)</b>	<b>Monthly Salary Range (A – I Step)</b>	<b>Additions (Number)</b>	<b>Deletions (Number)</b>
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
None.			
<b>Attachments:</b>			
Attachment A: Minute Order Attachment B: Resolution on Commitment to Diversity and Civil Rights			
<b>Related Items “On File” with the Clerk of the Board:</b>			



County of Sonoma  
State of California

Date: February 7, 2017

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

4/5 Vote Required

**Minute Order Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Directing County Staff to Research and Analyze Immigration-Related Issues and Develop Recommended Actions for the Board of Supervisors to Improve Immigrant Rights and Services.**

Directs staff to work on immigration-related issues and return with a report and recommended actions to protect and enhance the rights of undocumented immigrants and their families, including the following:

- A. Provide a summary of current legislative and executive activity at the State and Federal level, including an analysis of SB 54 (de León), and make related recommendations;
- B. Assess the opportunity and need for a community summit on immigration issues, including a proposal for a scope and budget for such summit;
- C. Assess the County and community's capacity for immigrant legal deportation defense, and propose opportunities to strategically enhance that capacity;
- D. Identify opportunities to further engage the community and disseminate information to County clients on rights and services for undocumented immigrants; and
- E. Survey the County's current immigration-related activities and seek additional potential local actions or programs to maintain the safety of immigrant communities.

**Supervisors:**

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**



County of Sonoma  
State of California

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Date: February 7, 2017

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

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4/5 Vote Required

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**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,  
Affirming the County's Commitment To Diversity And To Safeguarding The Civil Rights, Safety  
And Dignity Of All Our Residents.**

**Whereas**, the County of Sonoma ("County") is home to persons of diverse racial, ethnic and national backgrounds, including a large immigrant population, with varied cultures, religions, orientations, abilities and viewpoints; and

**Whereas**, the County believes that diversity of backgrounds, perspectives, and experiences of the American people makes our nation, our communities, and our economy richer and stronger; and

**Whereas**, recent activities, including executive orders signed by the new federal administration, have spurred a sense of uncertainty and fear among many communities in Sonoma County, throughout our State and across the Nation; and

**Whereas**, the County respects, upholds, and values equal protection and equal treatment for all of our residents, regardless of immigration status; and

**Whereas**, the County assures its vulnerable communities that the County supports them, will strive to maintain and improve their quality of life, and will not tolerate acts of hate, discrimination, bullying, or harassment; and

**Now, Therefore, Be It Resolved** that the Board of Supervisors commits to:

1. Providing essential services to all County residents regardless of immigration status; and
2. Developing solutions to ensure respect for the rights of all residents and to take actions to ensure the family unity, community security, dignity and due process for all residents of Sonoma County.

Resolution #  
Date: February 7, 2017  
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: 22A**  
(This Section for use by Clerk of the Board Only.)

**To:** Sonoma County Board of Supervisors

**Board Agenda Date:** February 7, 2017

**Vote Requirement:** Informational Only

**Department or Agency Name(s):** County Administrator/Health Services/Probation/Sheriff/General Services

**Staff Name and Phone Number:**

Mary Booher 707-565-3779

**Supervisorial District(s):**

**Title:** Behavioral Health Services

### **Recommended Actions:**

Accept a report updating the Board on efforts since adopting the Stepping Up Resolution in January 2016, demonstrating the Board's commitment to reducing the number of people with mental illness in our jail.

### **Executive Summary:**

In January, 2016 the Board of Supervisors adopted a Stepping Up Resolution, demonstrating the Board's commitment to reducing the number of mentally ill offenders housed in our jail. Stepping Up is a national initiative sponsored by the National Association of Counties, the Council of State Governments Justice center and the American Psychiatric Association Foundation. Sonoma County joins at least 323 counties nationwide and 26 in California adopting a Stepping up Resolution.

In January 2017, a team of Supervisor Shirlee Zane and staff represented Sonoma County at the California Stepping Up Summit in Sacramento. The team recognizes that while the Sonoma County Board has a long history of supporting a complex system of Behavioral Health Services, and there are many programs and projects in place to support these efforts, there still continue to be additional needs. Departments will present four items requiring Board action that all support these efforts. In addition, staff will provide an overview of various grant funding opportunities that will help support these needs.

### **Discussion:**

The Sonoma County Criminal Justice System Master Plan, 2015 Update made numerous findings as it related to the mentally ill offenders within the Criminal Justice system. In summary, the number of mentally ill offenders is having a significant impact on our jail, and while the mental health services the County is providing is consistent with best practices, and exceeds those provided in many larger jails, we can still continue to strive for improved outcomes for this population.

Sonoma County provides specialty courts for offenders who are charged with domestic violence, drug crimes and Driving Under the Influence (DUI), as well as a Veteran's Court and the Forensic Assertive Community Treatment Court (FACT) for some mentally ill offenders meeting certain criteria. The Master Plan provides data showing that while these courts provide improved outcomes for participants, it also finds that there are still more individuals who would benefit from specialty courts, but are unable to participate, due to programs operating at capacity, or strict limits on participation for some of these courts.

**Funding Opportunities:**

Under the leadership of the Criminal Justice Council, staff has formed a Mentally Ill Offender Task Force, to provide continued leadership and direction on the issues related to mentally ill offenders throughout the Justice system. Currently, the Task Force is focused on expansion of services through grant funding.

The County applied for and received a \$250,000 grant from the Bureau of Justice Assistance for the Justice Mental Health Collaboration program. This 3-year grant has a one-year planning phase and a two-year implementation phase. During the planning phase, the team will develop a Sequential Intercept Map, which will highlight how individuals move through the local criminal justice system, indicates points for intervention or diversion of people with mental illness, and provides a visual depiction of the ways in which treatment systems interact. This planning process will not only inform the implementation phase of this grant, but can be used to inform other grant efforts.

The County applied for \$900,000 from Substance Abuse and Mental Health Services Administration under the Treatment Drug Courts Grant Opportunity. If awarded, this 3-year program would fund additional Case Management, Intensive outpatient treatment for Substance Use Disorder Services, and residential treatment for Substance Abuse Disorder Services. These services would support the specialty courts currently provided.

The County is currently developing an application for up to \$6 million from the California Board of State and Community Corrections under the Proposition 47 grant program. Preliminary plans are to use these funds to secure supportive housing for offenders who are receiving services funded under the Drug Medi-Cal Waiver program currently being implemented.

**Current Board Actions:**

Sonoma County strives to build a comprehensive system of care that provides treatment at the most appropriate level for the individual receiving the services, including the services provided to participants in the Justice system. Board Actions today represent various components of this complex system.

Adult Detention Behavioral Health Housing Unit:

As part of the development of the Criminal Justice System Master Plan, 2015 update, the Consultant prepared a jail needs assessment. This needs assessment was used to support an application for jail construction funding under S.B. 863. Funding was awarded, and today, General Services will be presenting the Schematic Design and the Request for Qualifications package to the Board for approval. Research has shown that the jail environment is often detrimental to mentally ill offenders, sometimes leading to decompensation and more acute needs. When completed, this facility will provide a positive

therapeutic environment, which also meets the security needs of the jail, in order to improve outcomes for mentally ill offenders housed in the jail. The staffing plan includes capacity to ensure a smooth transition to community-based services when inmates are released, to provide continuity of care and further enhance outcomes.

#### Jail Based Competency Treatment Program:

Legally, offenders must be mentally competent enough to participate in their own defense before they can be prosecuted in the judicial system. If a doubt regarding a defendant's competency is raised, the defendant is entitled to treatment services designed to restore competency. For individuals charged with a felony, the California Department of State Hospitals is responsible for providing these services. Unfortunately, lack of availability of beds in state hospitals has resulted in these defendants spending significant time in a local jail prior to the initiation of treatment.

Based on a pilot program from San Bernardino County, the Department of State Hospitals has negotiated an agreement with Sonoma County in which the State will reimburse the County for the treatment and custody costs for 10 inmates. This program will result in improved outcomes and reduced jail stays, because the treatment services will begin immediately.

#### Medical County Inmate Program:

The County is responsible for the full cost of medical care for individuals incarcerated within our detention facilities. If an offender experiences an in-patient hospitalization, and the individual has health insurance through a spouse or parent, the insurance may be billed for that hospitalization. In 2010, the State Legislature approved the first of three laws to provide Counties with the ability to claim the Federal share of Medi-Cal funds to pay for inpatient services for eligible individuals. This may include inpatient treatment for mental health treatment, if certain eligibility and age conditions are met.

In implementing the Medical County Inmate Program, the County will be able to receive Federal revenue to offset costs currently incurred by the County, resulting in cost savings for the County, while providing for the appropriate level of care for the offenders.

#### Crisis Stabilization Unit Staffing Revenue Agreement:

Sonoma County strives to divert individuals from the Justice system or jail, when appropriate. The Mobile Support Team is an example of a program that supports these diversion efforts. The opening of the Crisis Stabilization Unit has also provided an alternative to incarceration for mentally ill individuals, giving them a place where they can receive services, rather than be incarcerated due to the lack of services. Under the current system, an individual must be taken to a local hospital emergency department to being assessed and determined to be medically clear for admission.

Health Services staff has negotiated agreements with Santa Rosa Memorial Hospital and Petaluma Valley Hospital in which the hospitals will provide funding to support clinical assessment staff within the Crisis Stabilization unit, preventing delays in the initiation of treatment while reducing the impacts on the local Emergency Departments.

<b>Prior Board Actions:</b>			
January 12, 2016 Adoption of the Stepping Up Initiative			
<b>Strategic Plan Alignment</b> Goal 1: Safe, Healthy, and Caring Community			
Sonoma County is committed to providing a broad spectrum of behavioral health services for all residents, including those involved in the Justice system.			
<b>Fiscal Summary</b>			
<b>Expenditures</b>	<b>FY 16-17 Adopted</b>	<b>FY 17-18 Projected</b>	<b>FY 18-19 Projected</b>
Budgeted Expenses			
Additional Appropriation Requested			
<b>Total Expenditures</b>			
<b>Funding Sources</b>			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
<b>Total Sources</b>			
<b>Narrative Explanation of Fiscal Impacts:</b>			
There are no fiscal impacts associated with this item.			
<b>Staffing Impacts</b>			
<b>Position Title</b> (Payroll Classification)	<b>Monthly Salary Range</b> (A – I Step)	<b>Additions</b> (Number)	<b>Deletions</b> (Number)
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
N/A			
<b>Attachments:</b>			

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

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## County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number:22B**  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors of Sonoma County

**Board Agenda Date:** February 7, 2017

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Barbie Robinson, 565-7876;  
Michael Kennedy, 565-4896

**Supervisorial District(s):**

**Title:** Crisis Stabilization Unit Staffing Revenue Agreement

### **Recommended Actions:**

Authorize the Director of Health Services to execute an agreement with Santa Rosa Memorial Hospital and SRM Alliance Hospital Services, dba Petaluma Valley Hospital to accept revenue to fund nurse practitioner staff at the County's Crisis Stabilization Unit for the period February 7, 2017 through June 30, 2019, resulting in revenue of approximately \$865,000.

### **Executive Summary:**

The County currently operates a Crisis Stabilization Unit (CSU) that provides critical mental health services including client assistance, crisis intervention, crisis stabilization, crisis residential treatment, and rehabilitative mental health services. The CSU serves anyone in the County who is experiencing a behavioral health crisis. Santa Rosa Memorial Hospital (SRMH) recently expressed an interest in providing funding for County staff who will provide medical assessments at the CSU. Funding received through this agreement will be used to fund CSU staff who will provide medical assessments and clinical evaluations necessary for placement into a psychiatric hospital, thereby decreasing the use of local hospital emergency departments for this purpose. The County will receive revenue of \$350,000 per fiscal year, with fiscal year 2016-2017 pro-rata revenue of approximately \$165,000.

### **Discussion:**

The current practice applied to individuals seeking services in the County's Crisis Stabilization Unit is for a Registered Nurse (RN), Licensed Vocational Nurse (LVN), or Licensed Psychiatric Technician (LPT) to take vital signs and a medical history and to record past and current medical problems, allergies, intolerances and side effects to medications, current medications, and substance use issues that may put the client at risk of withdrawal. The RN evaluates any concerning medical issues and, if the concern requires specialized medical attention, sends the client to a hospital emergency department for treatment. The current process meets Title 9 requirements for a crisis stabilization unit but does not capture information required by psychiatric inpatient hospitals for referrals for admissions. As a result, individuals requiring hospitalization need to be sent to a local emergency department for the purpose of

being cleared for admission into a hospital. Once cleared, individuals may be returned to the CSU to await admission into an inpatient unit. This process results in the delayed delivery of services to individuals in crisis and places an unnecessary burden on local emergency departments.

With the additional CSU staff made available by the revenue provided through the proposed agreement, medical assessments can be completed within the CSU. Completing medical assessments within the CSU will decrease the use of local hospital emergency departments for medical clearance of individuals meeting the legal criteria for detention, assessment, evaluation and involuntary treatment (Lanterman Petris Short (LPS) Act 5150 designation) with non-complicated or non-existent medical problems. The anticipated results of the proposed agreement are an improved clinical experience for those seeking services at the CSU, as they will not have to go to the emergency department and then back to the CSU, and a reduced burden on local emergency departments. In addition to the above, this process will allow the CSU staff to do a very basic physical (listen to heart and lungs) and lab work to rule out medical or metabolic problems that may interfere with referrals to psychiatric hospitals.

The Department has sufficient Nurse Practitioner allocations which were authorized through the FY 16-17 supplemental budget process as a result of the Department's CSU Expansion Plan report presented to the Board on May 3, 2016. Anticipated costs and revenue, including estimated revenue to be received through an agreement with SRMH for Nurse Practitioner staff, were included in the three-year budget provided to the Board in May.

Upon Board approval of the agreement, the Department will begin the recruitment process to hire Nurse Practitioner staff to perform the services specified in the agreement. Based on annual Nurse Practitioner salary and benefits costs of approximately \$185,000 per FTE, the Department anticipates hiring approximately 1.9 FTE, which will be fully funded by the proposed agreement. FY 16-17 revenue of approximately \$165,000 includes startup costs of approximately \$25,000 and will fund up to 1.9 FTE for the remainder of FY 16-17.

The agreement with SRMH was written to accommodate a maximum payment obligation of \$1,050,000 over the term of the agreement with a per-County fiscal year limit of \$350,000 that shall be pro-rated to accommodate any partial service years. With an estimated execution date of February 7, 2017, the Department anticipates revenue of approximately \$165,000 in FY 16-17 and \$350,000 in each of FY 17-18 and FY 18-19, for a total of \$865,000 over the term of the agreement.

**Prior Board Actions:**

On May 3, 2016 the Board received an update on the status of the new Crisis Stabilization Unit and authorized the phased expansion of the Crisis Stabilization Unit to 30 beds through FY 17-18.

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

This agreement supports the provision of high quality behavioral health services to Sonoma County residents.

<b>Fiscal Summary</b>			
<b>Expenditures</b>	<b>FY 16-17 Adopted</b>	<b>FY 17-18 Projected</b>	<b>FY 18-19 Projected</b>
Budgeted Expenses	165,000	350,000	350,000
Additional Appropriation Requested			
<b>Total Expenditures</b>	<b>165,000</b>	<b>350,000</b>	<b>350,000</b>
<b>Funding Sources</b>			
General Fund/WA GF			
State/Federal			
Fees/Other	165,000	350,000	350,000
Use of Fund Balance			
Contingencies			
<b>Total Sources</b>	<b>165,000</b>	<b>350,000</b>	<b>350,000</b>
<b>Narrative Explanation of Fiscal Impacts:</b>			
<p>Fiscal year 16-17 expenditures and associated revenue related to nurse practitioner staff and the proposed agreement are included in the FY 16-17 budget. Future year expenditures and associated revenue related to nurse practitioner staff and the proposed agreement will be included in the appropriate year budgets. Total revenue is estimated to be approximately \$865,000 through FY 18-19.</p>			
<b>Staffing Impacts</b>			
<b>Position Title (Payroll Classification)</b>	<b>Monthly Salary Range (A – I Step)</b>	<b>Additions (Number)</b>	<b>Deletions (Number)</b>
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
N/A			
<b>Attachments:</b>			
Agreement with Santa Rosa Memorial Hospital and SRM Alliance Hospital Services, dba Petaluma Valley Hospital			
<b>Related Items “On File” with the Clerk of the Board:</b>			
None			

GRANT AGREEMENT

This grant agreement ("Agreement"), dated as of \_\_\_\_\_, 20\_\_\_\_\_  
("Effective Date") is by and between Santa Rosa Memorial Hospital and SRM Alliance Hospital Services dba Petaluma Valley Hospital, Northern California subsidiaries and ministries of St. Joseph Health System, (together hereinafter referred to as "Hospital") and the County of Sonoma, a political subdivision of the State of California (hereinafter "County").

R E C I T A L S

**WHEREAS**, Hospital operates general acute care hospitals in Santa Rosa and Petaluma, California, and in conjunction therewith maintains an Emergency Department ("ED") and Inpatient Units;

**WHEREAS**, County, through its Department of Health Services, Behavioral Health Division, operates a Crisis Stabilization Unit (CSU);

**WHEREAS**, the County CSU provides assessment and intervention, medications, resources, and referrals for individuals in psychiatric crisis;

**WHEREAS**, County and Hospital share a mutual interest in treating persons in psychiatric crisis in the setting most advantageous to their psychiatric health;

**WHEREAS**, many individuals in psychiatric crisis end up in Hospital's ED when they could be more effectively treated at the County's CSU;

**WHEREAS**, County and Hospital agree that with additional staff and equipment to perform certain laboratory and other basic health screening procedures, the County CSU could reduce the number of persons in psychiatric crisis in Hospital's EDs who do not otherwise require the services available at the ED;

**WHEREAS**, Hospital desires to bestow grants on community organizations that further the healthy living of community members; and

**WHEREAS**, Hospital desires to enter into this Agreement with County to fund the additional staff and equipment necessary to allow more persons in psychiatric crisis to be received and treated directly at the CSU instead of the ED.

**NOW, THEREFORE**, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

**PURPOSE:** The purpose of this Agreement is to enhance the assessment capabilities of the County's CSU so that patients in psychiatric crisis receive the right care, delivered at the right setting, at the right time, resulting in the best outcome and most efficient use of health care resources, consistent with the goals of the Affordable Care Act. Nothing in this Agreement shall be construed to support, direct, or encourage the transfer of a patient to the County's CSU who requires the services of a hospital's emergency department or any other health care facility.

**1. COUNTY OBLIGATIONS.**

- 1.1. County agrees to the following:
- 1.2. County will recruit and hire clinical staff with qualifications to perform enhanced medical assessments at the CSU under the supervision of County Department of Health Services, Behavioral Health Division, Medical Director. “Enhanced medical assessments” as used in this Agreement refers to a medical history, a brief physical examination including vital signs, and a laboratory review of basic parameters. “Laboratory review of basic parameters” includes but is not limited to a Complete Blood Count (CBC), Comprehensive Metabolic Panel, Urine Toxicology Screen, and pregnancy test if indicated. “Laboratory review of basic parameters” does not include cardiac enzymes, EKG, or radiological imaging. If County, in its sole discretion, believes cardiac enzymes, EKG, or radiological imaging, is required, County will arrange for patient to be transferred to an Emergency Department, which may or may not be Hospital’s ED.
- 1.3. County will supply equipment necessary to perform the enhanced medical assessments.
- 1.4. If County, in its sole discretion, believes a patient at the CSU requires diagnostic evaluation and/or treatment at an ED, County will arrange for that patient to be transferred to an emergency department which may or may not be Hospital’s ED.
- 1.5. County CSU staff will work cooperatively with law enforcement and County’s Mobile Crisis Team to identify persons in psychiatric crisis who are suitable for transportation directly to the CSU. County anticipates that with capacity to perform enhanced medical assessments, more persons in psychiatric crisis will be brought to the CSU and not to Hospital’s ED. However, Hospital understands and agrees that County cannot guarantee any reduction in the number of persons in psychiatric crisis entering Hospital’s ED.
- 1.6. County will accept transfer of patients from Hospital’s ED only after Hospital has complied with its obligations under the Emergency Medical Treatment and Active Labor Act with respect to that patient, and so represents to County in writing, and County has authorized the transfer orally or in writing.

**2. HOSPITAL’S OBLIGATIONS.**

- 2.1. As full consideration for County’s performance of its obligations under this Agreement, Hospital agrees to pay County no more than the total sum of \$1,050,000 under the terms and conditions of this Agreement and no more than \$350,000 annually. The first payment shall be paid to County upon County’s representation to Hospital in writing that it has hired the necessary staff and purchased the necessary equipment to begin performing enhanced medical assessments, and shall be in an amount that represents the pro-rata portion of the annual amount of \$350,000 to the amount of time remaining in the fiscal year 2016-2017. The second payment of \$350,000 shall be paid to County on or before July 1, 2017. The third payment of \$350,000 shall be paid to County on or before July 1, 2018. Should County fail to maintain employment of staff necessary to perform enhanced medical assessments, Hospital’s obligations to pay County shall be suspended for the period of time in which County is unable to perform enhanced medical screenings, and County will refund Hospital a pro-rata portion of its annual payment.

**3. TERM.**

3.1. The term of this Agreement shall be from Effective Date through June 30, 2019, unless terminated earlier in accordance with the provisions of Section 4 (Termination) below.

**4. TERMINATION.**

4.1. **Termination Without Cause.** Notwithstanding any other provision of this Agreement, at any time and without cause, either party shall have the right, in its sole discretion, to terminate this Agreement by giving fifteen (15) days' written notice to the other party.

4.2. **Termination for Cause.** Notwithstanding any other provision of this Agreement, should a party 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, the other party may immediately terminate this Agreement by giving the other party written notice of such termination, stating the reason for termination.

4.3. **Payment Upon Termination.** Upon termination of this Agreement by either party, County will refund Hospital a pro-rata portion of its annual payment, calculated based on the date of termination.

4.4. **Authority to Terminate.** The Board of Supervisors has the authority to terminate this Agreement on behalf of County. In addition, the Purchasing Agent or Health Services Department Head, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of County.

4.5. **Obligations after Termination.** The following shall remain in full force and effect after termination of this Agreement: (1) Section 5. Confidentiality; and (2) Section 6.4. Governing Law and Forum.

**5. CONFIDENTIALITY.**

5.1. County 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 5 shall survive termination of this Agreement.

**6. MISCELLANEOUS PROVISIONS.**

6.1. **Assignment.** County may not assign rights hereunder without the express written approval of the other party, which approval shall not be unreasonably withheld. Hospital may assign this Agreement without such approval.

6.2. **Notice.** All notices required by this Agreement shall be in writing, and shall be deemed effective when personally delivered; three (3) business days following mailing by certified or registered mail, return receipt requested; one (1) business day following deposit with an overnight delivery service (such as FedEx); addressed to the other party as follows:

If to Hospital:

Santa Rosa Memorial Hospital  
1165 Montgomery Drive  
Santa Rosa, CA 95405  
Attn: Regional Contracting Department

If to County: County of Sonoma County  
Department of Health Services  
Behavioral Health Division  
3313 Chanate Road  
Santa Rosa, CA 95404  
Attn: DHS Contract Department

The above addresses may be changed by a notice delivered as set forth in this Section 6.2.

6.3. **Severability.** In the event any portion of this Agreement is declared invalid or void by a court or arbitrator, such portion shall be severed from this Agreement, and the remaining provisions shall remain in effect, unless the effect of such severance would be to substantially alter the agreement or obligations of the parties, or would place either party in violation of its articles of incorporation or its bylaws, in which case the Agreement may be immediately terminated.

6.4. **Governing Law and Forum.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of California, without regard to its conflicts of interest laws. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa, California or the forum nearest to the city of Santa Rosa in the County of Sonoma.

6.5. **Headings.** The headings of sections in this Agreement are for reference only and are not to be construed in any way as part of this Agreement.

6.6. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same instrument. The parties agree that a facsimile or PDF may be used as an original and shall be as binding as original signatures.

6.7. **No Referrals.** Nothing in this Agreement is intended to obligate and shall not obligate any party to this Agreement to refer clients or patients to any other party.

6.8. **Waiver.** Any failure of a party to insist upon strict compliance with any term, undertaking or condition of this Agreement shall not be deemed to be a waiver of such term, undertaking or condition. To be effective, a waiver must be in writing, signed and dated by the parties.

6.9. **Entire Agreement; Modification.** This Agreement (including Attachments and Exhibits, which are incorporated herein by this reference) contains the entire agreement of the parties relating to this subject matter, and terminates and supersedes any and all prior or contemporaneous oral or written agreements, representations and understandings of the parties on the subject matter. The Agreement may only be amended in mutual agreement of the parties, or modified in writing, signed by both parties, effective on the date set forth therein.

6.10. **Execution.** By their signatures below, each of the following represent that they have authority to execute this Agreement and to bind the party on whose behalf their execution is made.

6.11. **Force Majeure.** Neither party shall be liable or deemed in default of this Agreement for any delay or failure to perform caused by acts of God, war, disasters, strikes, or any cause beyond the control of the non-performing party. If either party is unable to perform its duties

under this Agreement due to strikes, lock-outs, labor disputes, governmental restrictions, fire or other casualty, emergency, or any cause beyond the reasonable control of the party, such non-performing party shall be excused the performance by the other party, and shall not be in breach of this Agreement, for a period equal to any such prevention, delay or stoppage.

Notwithstanding this provision, a party may terminate this Agreement immediately upon written notice if such events continue for thirty (30) days.

6.12. **No Third Party Beneficiaries.** The parties do not intend the benefits of this Agreement to inure to any third-party beneficiary not a signatory hereto. Notwithstanding anything contained herein, of any conduct or course of conduct by any party hereto, before or after signing this Agreement, this Agreement shall not be conceived as creating any right, claim or cause of action against either party by any person or entity not a party in this Agreement.

6.13. **Use of Name.** County shall not use the name of Hospital or any affiliated entity of Hospital for any purpose without the prior written consent of Hospital.

6.14. **Ambiguities.** This Agreement has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Agreement. Accordingly, any rule of law (including Section 1654 of the California Civil Code or any other similar federal or state statute) or legal decision that would require interpretation of any ambiguities in this Agreement against the party that has drafted it is not applicable, and is waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effect the purpose of the parties.

§ 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.

**SANTA ROSA MEMORIAL HOSPITAL AND SRM ALLIANCE HOSPITAL SERVICES dba PETALUMA VALLEY HOSPITAL:**

  
\_\_\_\_\_  
Mich Riccioni, CFO

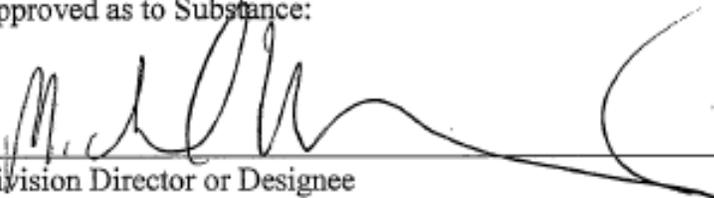
12/19/16  
Dated

**COUNTY OF SONOMA:**  
Certificate of Insurance on File with County:

\_\_\_\_\_  
Barbie Robinson, Interim Director  
Department of Health Services

\_\_\_\_\_  
Dated

Approved as to Substance:

  
\_\_\_\_\_  
Division Director or Designee

12/22/16  
Dated

Approved as to Form:

  
\_\_\_\_\_  
Sonoma County Counsel

12/21/16  
Dated



## County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number:22C**  
(This Section for use by Clerk of the Board Only.)

**To:** Sonoma County Board of Supervisors

**Board Agenda Date:** February 7, 2017

**Vote Requirement:** Majority

**Department or Agency Name(s):** County Administrator's Office, Sheriff, Probation, Health Services

**Staff Name and Phone Number:**

Mary Booher, 707-565-3779

**Supervisorial District(s):**

**Title:** Approval of Agreement for the Medi-Cal County Inmate Program

### **Recommended Actions:**

Authorize the County Administrator to sign agreements with the State Department of Healthcare Services for the Medi-Cal County Inmate program for April 1, 2017-June 30, 2017 for \$76,175 and for July 1, 2017-June 30, 2018 for \$303,883.

### **Executive Summary:**

Approval of this agreement will allow Sonoma County to participate in the newly created program to utilize Federal funding for Medi-Cal to cover the Federal share of the inpatient medical care costs for inmates who are eligible for Medi-Cal from April 1, 2017 through June 30, 2018. Through this program the state will pay approved claims directly to the hospital providing the services, and the County will then be invoiced by the State for the non-federal share of these claims, up to \$375,000 for the 15 month period. The agreements also include administrative costs of \$5,058. This program will cover both adult and juvenile offenders in the custody of the County.

### **Discussion:**

Historically, the County General Fund is responsible for the full cost of medical care for individuals incarcerated in either our adult or juvenile facilities. The approval of three different pieces of legislation created what is now collectively known as the Medi-Cal County Inmate Program. AB 1628 in 2010 established the Adult County Inmate Program, SB 695 in 2011 established the Juvenile County Ward Program; and SB 1462 in 2012 established the County Compassionate Release Program. Since the approval of these laws, the State Department of Health Care Services has worked to establish the administrative oversight to implement these programs, which allow the claiming of Federal share of Medi-Cal funds for inpatient hospitalizations for the specific populations.

Currently, the County uses General Fund to pay for all inmate medical care costs. Services are provided in the adult detention facilities through a contract with California Forensic Medical Group (CFMG) and in the juvenile facilities through a contract with the Department of Health Services. For adult inmates, the County is responsible for any costs in excess of \$20,000 per hospitalization. With the implementation of

this new program, the providing hospital will bill the services for eligible individuals directly to Medi-Cal, and Medi-Cal will pay the provider at the approved rate. On a quarterly basis, the State Department of Health Care Services will bill the County for the non-federal share of these claims (either 5% or 50%, depending on the eligibility of the individual). Staff is currently in discussions with CFMG to amend the current contract to ensure that the agreement complies with the regulations of the new program as well as to ensure that the County benefits from the savings achieved through the utilization of Federal funds. How this might work under this new program is illustrated below:

	Current Program	With Medi-Cal funding
Total Bill	\$100,000	\$100,000
Medi-Cal Approved reimbursement	\$50,000	\$50,000
Federal Medi-Cal funding	\$0.00	\$25,000
CFMG responsibility*	\$20,000	\$20,000
County responsibility	\$30,000	\$5,000

\*CFMG share will be dependent on terms of contract amendment being negotiated.

In this program, the state will pay the provider for the CFMG and County shares, and then bill the County under the terms of the proposed agreement. The agreement represents up to \$375,000 in savings to the County, with administrative costs of \$5,058.

Staff recommends entering into these agreements for the remainder of the 2016-17 FY and the 2017-18 FY and evaluate the programs prior to making a recommendation for participation in 2018-19.

**Prior Board Actions:**

N/A

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

This program allows us to utilize federal funding for services we are mandated to provide for our inmates, thereby reducing the County General Fund cost for these services.

<b>Fiscal Summary</b>			
<b>Expenditures</b>	<b>FY 16-17 Adopted</b>	<b>FY 17-18 Projected</b>	<b>FY 18-19 Projected</b>
Budgeted Expenses	76,175	303,883	
Additional Appropriation Requested			
<b>Total Expenditures</b>	76,175	303,883	
<b>Funding Sources</b>			
General Fund/WA GF	76,175	303,883	
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
<b>Total Sources</b>	76,175	303,883	
<b>Narrative Explanation of Fiscal Impacts:</b>			
<p>The costs associated with this agreement are currently included in the Sheriff and Probation budgets for medical services and will be included in the recommended budget for FY 2017-18. The County will potentially have reduced costs, based on the federal share of coverage, as a result of this agreement, but the value of these savings is variable and is not known at this time.</p>			
<b>Staffing Impacts</b>			
<b>Position Title (Payroll Classification)</b>	<b>Monthly Salary Range (A – I Step)</b>	<b>Additions (Number)</b>	<b>Deletions (Number)</b>
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
N/A			
<b>Attachments:</b>			
Attachment A: Medi-Cal County Inmate Program Agreement for FY 2016-17 Attachment B: Medi-Cal County Inmate Program Agreement for FY 2017-18			
<b>Related Items “On File” with the Clerk of the Board:</b>			

# **MEDI-CAL COUNTY INMATE PROGRAM AGREEMENT**

## **Article 1 – Parties**

- A. The parties to this Agreement (Agreement) are [*County's name*] (the County) and the California Department of Health Care Services (DHCS).
- B. The County may voluntarily choose to participate in the Medi-Cal County Inmate Program (MCIP) by entering into this Agreement as authorized by Welfare and Institutions Code sections 14053.7 and 14053.8, and Government Code sections 26605.6, 26605.7, and 26605.8.
- C. DHCS is the single state agency responsible for administering the California Medical Assistance Program (Medi-Cal), including MCIP, pursuant to California Welfare and Institutions Code section 14100.1.

## **Article 2 – Purpose of the Agreement**

- A. The purpose of this Agreement is to set forth the terms a County must abide by in order to participate in MCIP. If a County does not participate in MCIP or does not abide by the terms of this Agreement, the County remains responsible for arranging for and paying for medical care for its inmates. MCIP creates budgetary savings for the County for the medical care provided to its Medi-Cal eligible inmates. MCIP, makes federal financial participation (FFP) available for medical care provided to Medi-Cal eligible county inmates. The County receives budgetary savings because it does not fund from the federal share of MCIP services for their Medi-Cal eligible inmates. MCIP services are provided by Medi-Cal providers to Medi-Cal eligible inmates, for which FFP- may be claimed consistent with federal law, including but not limited to subparagraph (A) following paragraph (29) of Section 1905(a) of the Social Security Act.
  - 1) MCIP allows the Medi-Cal providers to directly bill DHCS for MCIP services and DHCS will reimburse the Medi-Cal providers at their applicable Medi-Cal rate for the services rendered, to the extent FFP is available. DHCS will seek and retain FFP claimed for MCIP services and the County will reimburse DHCS any remaining balance for the claims paid by DHCS to the Medi-Cal provider for MCIP services, except for the MCIP services provided by public providers under the certified public expenditure (CPE) process.
  - 2) When the Medi-Cal provider is a Designated Public Hospital (DPH) or other public provider that incurs the cost of the nonfederal share pursuant to the CPE process, the Medi-Cal provider shall receive the FFP resulting from expenditures for the MCIP services. Notwithstanding the sentence above, DPHs may claim under Subparagraph 1 for MCIP services that are not claimed through the CPE process established in the Demonstration Project.

- B. The County shall reimburse DHCS its apportioned share of the nonfederal share of the administrative costs incurred for the administration of MCIP based on Addendum A.

**Article 3 – Term of the Agreement**

Subject to the provisions of this Agreement, the term of this Agreement shall be one year from July 1, 2017, through June 30, 2018.

**Article 4 – Maximum Payable Amount**

- A. The amount under this Agreement that the County shall be obligated to reimburse DHCS for MCIP services paid by DHCS to Medi-Cal providers shall not exceed the nonfederal share of the Medi-Cal payments for MCIP services for the County’s inmates incurred by DHCS. The maximum payable amount shall not exceed: \$300,000.00 This amount is subject to the annual limitations listed below:

Year	MCIP Services Total Nonfederal Share
SFY 2017-18	\$300,000.00

- B. The amount that the County shall be obligated to pay DHCS for MCIP administrative services rendered under this Agreement shall not exceed its apportioned share of the nonfederal share of the federally claimable costs of administering MCIP incurred by DHCS. The maximum payable amount shall not exceed the County’s apportioned share, which shall be based on a methodology specified in *Addendum A*, which is: \$3,882.62. This amount is subject to the annual limitations listed below:

Year	MCIP Administrative Services Total Nonfederal Share for the County
SFY 2017-18	\$ 3,882.62

- C. The maximum payable amount under this Agreement shall not exceed \$303,882.62
- D. For future SFY periods not covered under this Agreement, the maximum payable amount will be determined through a new Agreement or an amendment to this Agreement.

**Article 5 – Contact Persons**

Any notice, request, demand or other communication required or permitted hereunder, shall be deemed to be properly given when deposited in the United States mail, postage prepaid, and addressed:

In the case of the County, to:

*County Coordinator*  
*Sonoma County Administration*  
*Attn: Mary Booher*  
575 Administration Drive, Ste 104A  
Santa Rosa, CA 95403

Or to such person or address as the County may furnish in writing or e-mail to DHCS.

In the case of DHCS, to:

California Department of Health Care Services  
Safety Net Financing Division  
Medi-Cal Supplemental Payments Section  
Attn: Inmate Medi-Cal Claiming Unit  
1501 Capitol Avenue, MS 4504  
P.O. Box 997436  
Sacramento, CA 95899-7436

Or to such person or address as DHCS may, from time to time, furnish in writing or email to County.

## **Article 6 – Payment Terms and Invoicing**

### **A. General Terms**

- 1) The County shall compensate DHCS for the County's apportioned share of the nonfederal share of MCIP administrative services, and for the nonfederal share of MCIP services listed in Article 7, as required by Welfare and Institutions Code sections 14053.7 and 14053.8, and Government Code sections 26605.6, 26605.7, and 26605.8, within sixty (60) days of receipt of an invoice from DHCS, which specifies both the total federally claimable cost, and the nonfederal share of the total cost, for payments DHCS has made to providers, except that the County shall not reimburse the state for the nonfederal share of services billed by Medi-Cal providers under a CPE process, as described in Articles 8 and 11, below. MCIP administrative services and MCIP services shall be separately invoiced by DHCS to the County. Addendum A attached to this Agreement includes details regarding the nonfederal share of administrative costs. If the County is found to have overpaid DHCS comparing its owed nonfederal share to

payments actually made, DHCS shall refund the overpayment to the County within forty-five (45) days of an invoice from the County, containing the same information. This refund may be made by offsetting the amount against the County's next quarterly payment due to DHCS.

- 2) Failure by the County to timely compensate DHCS pursuant to Paragraphs B and C shall constitute a material breach of this Agreement by the County, which, at DHCS' discretion, may result in termination by DHCS pursuant to Article 10. The County may cure such breach by rendering payment of the amount owed to DHCS prior to the termination of this Agreement.
- 3) In no event shall payment be made by the County for any invoice or portion thereof exceeding the respective maximum annual Agreement amount specified in Article 4. Payment for any MCIP administrative services rendered by DHCS or MCIP services paid by DHCS exceeding the respective maximum annual Agreement amount shall require an amendment to this Agreement pursuant to Article 9. If the County fails to execute a retroactive amendment to the maximum payable amount under this Agreement, DHCS shall terminate the Agreement pursuant to Article 10.
- 4) Payments shall be sent to DHCS at the following address (or such other address as DHCS may specify in writing):

California Department of Health Care Services  
Safety Net Financing Division  
Medi-Cal Supplemental Payments Section  
Attn: Inmate Medi-Cal Claiming Unit  
1501 Capitol Avenue, MS 4504  
P.O. Box 997436  
Sacramento, CA 95899-7436

#### B. MCIP Services

- 1) DHCS shall submit to the County a quarterly invoice for MCIP services that identifies the nonfederal share amount, and a report that contains information regarding paid claims data for the quarter, including information identifying the provider of services and the beneficiary, the recipient aid code, and amount of reimbursement, and other information that may be agreed to between the parties.
- 2) The DHCS invoice shall not contain and the County shall not compensate DHCS for MCIP services provided by Medi-Cal providers where the County incurs the cost of providing MCIP services and claims them through the CPE process.

- 3) If the Medi-Cal provider renders MCIP services that are not reimbursable under the CPE process established, then the invoice shall contain and the County shall reimburse DHCS for the nonfederal share of DHCS' payments for these MCIP services.

#### C. MCIP Administrative Services

- 1) DHCS shall submit to the County an annual invoice for the County's apportioned share of the nonfederal share of MCIP administrative services based on Addendum A. The annual invoice for reimbursement identifies the following summarized categories of DHCS costs for the allocated SFY period billed: salary, benefits, operating expenses, and total costs. Costs shall be multiplied by one minus the Federal Medical Assistance Percentage applicable to such administrative costs subject to the limit on the amount reimbursable by the County under Article 4. For SFY 2017-18 and thereafter, DHCS shall submit annual invoices to the County no later than one hundred eighty (180) days following the close of the SFY.
- 2) The County shall not be obligated to pay DHCS for the MCIP administrative services covered by any invoice if DHCS presents the invoice to the County more than one (1) year after this Agreement terminates.

### **Article 7 – DHCS Responsibilities**

#### A. MCIP Services

- 1) DHCS shall pay the appropriate Medi-Cal fee-for-service rate to Medi-Cal providers that directly bill DHCS for MCIP services rendered to the County's MCIP-eligible inmates and shall seek FFP. DHCS shall be responsible to pay such providers only to the extent the County commits to reimburse DHCS the nonfederal share of all federally reimbursable MCIP claims and for which FFP is available and retained by DHCS for the MCIP service claims.
- 2) DHCS shall maintain accounting records to a level of detail which identifies the actual expenditures incurred for MCIP services, the services provided, the county responsible, the specific inmate treated, the inmate's aid code, and the specific provider billing.
- 3) DHCS shall submit claims in a timely manner to the federal Medicaid Program to draw down FFP for DHCS, and shall draw down and distribute FFP for MCIP services claimed through the CPE process. Such claims shall be submitted in compliance with all applicable laws and regulations.

#### B. MCIP Administrative Services

- 1) DHCS shall administer MCIP and this Agreement for claiming federal reimbursement for MCIP services. It is understood by both the County and DHCS that other administrative activities including, but not limited to, transporting MCIP eligible beneficiaries, arranging for their care and for their incarceration remain the administrative responsibilities of the County.
- 2) DHCS shall maintain accounting records to a level of detail which identifies the actual expenditures incurred for personnel services which includes salary/wages, benefits, overhead costs for DHCS's staff, as well as equipment and all related operating expenses applicable to these positions including, but not limited to, general expense, rent and supplies, and travel cost for identified staff and managerial staff working specifically on activities or assignments directly related to MCIP.

### C. General Responsibilities

- 1) DHCS shall:
  - i. Ensure that an appropriate audit trail exists within DHCS records and accounting system and maintain expenditure data as indicated in this Agreement.
  - ii. Designate a person to act as liaison with County with regard to issues concerning this Agreement. This person shall be identified to County's contact person for this Agreement.
  - iii. Provide a written response by email or mail to County's contact person within thirty (30) days of receiving a written request for information related to MCIP.
  - iv. With each quarterly invoice, provide paid claim analysis report to the County regarding MCIP claims submitted by providers for the County's MCIP-eligible inmates, as used for the determination of the corresponding nonfederal share that is the County's obligation under this Agreement,
- 2) Should the scope of work or services to be performed under this Agreement conflict with DHCS' responsibilities under federal Medicaid law, the responsibilities under federal Medicaid law shall take precedence.
- 3) DHCS' cessation of any activities due to federal Medicaid law responsibilities does not relinquish the obligation of the County to reimburse DHCS for MCIP administrative costs and MCIP services incurred by DHCS in connection with this Agreement for periods in which the County participated in the program.

- 4) DHCS agrees to provide to the County, or any federal or state department having monitoring or reviewing authority, access to and the right to examine its applicable records and documents for compliance with relevant federal and state statutes, rules and regulations, and this Agreement.

### **Article 8 – County Responsibilities**

#### A. MCIP Services

- 1) Except as provided in (vi.) of this section, the County is responsible for reimbursing DHCS for the nonfederal share of MCIP services paid by DHCS to Medi-Cal providers rendering MCIP services to the County's MCIP eligible beneficiaries.
  - i. The County may pay a Medi-Cal provider to the extent required by or otherwise permitted by state and federal law to arrange for services for the MCIP individuals. Such additional amounts shall be paid entirely with County funds, and shall not be eligible for Social Security Act Title XIX FFP.
  - ii. If DHCS pays the Medi-Cal provider more than what the county would have paid for services rendered, the county cannot request the difference from the Medi-Cal provider.
  - iii. If the county would have paid the Medi-Cal provider less than what DHCS paid the Medi-Cal provider, the county is still obligated to reimburse DHCS for the nonfederal share of the payment from DHCS for MCIP services.
  - iv. In the event that FFP is not available for any MCIP service claimed pursuant to this Agreement, the County shall be solely responsible for arranging and paying for any such MCIP service.
  - v. If the Centers for Medicare & Medicaid Services (CMS) determines an overpayment has occurred for a payment made to a Medi-Cal provider for MCIP services to the County's MCIP-eligible inmate, including the application of any federal payment limit that reduces the amount of FFP available for MCIP services, then DHCS shall seek the overpayment amount from the provider and return the collected FFP to CMS and return the collected nonfederal share of the overpayment to the County. In the event that DHCS cannot recover from the Medi-Cal provider such overpayment, the County shall pay DHCS an amount equal to the FFP portion of the unrecovered amount to the extent that section 1903(d)(2)(D) of the Social Security Act is found not to apply.

- vi. The County is not responsible for reimbursing DHCS for the nonfederal share of expenditures for MCIP services provided by DPHs when those services are reimbursed under the CPE process because DHCS is not responsible for the nonfederal share of expenditures for MCIP services reimbursed in the CPE process.
  - vii. The County is responsible for reimbursing DHCS for the nonfederal share of MCIP services provided by DPHs that are not reimbursed under the CPE process.
- 2) If CMS determines DHCS claimed a higher federal medical assistance percentage (FMAP) rate than is allowed and FFP is reduced by CMS for the MCIP services provided to a County's MCIP-eligible inmate for MCIP services, then the County shall hold DHCS harmless for the return of the FFP to CMS.

#### B. MCIP Administrative Services

- 1) As a condition of participating in MCIP, the County accepts its responsibility for reimbursing DHCS for the County's apportioned share of the nonfederal share of costs of MCIP administrative services based on Addendum A, performed by DHCS in administering MCIP, so that there is no expenditure from the State General Fund.
- 2) The County shall reimburse DHCS its allotted portion of the nonfederal share of funding for compensation, associated operating expenses, equipment, and travel costs for no more than 3.50 full-time equivalent (FTE) positions composed of: one-half (0.50) FTE Staff Service Manager I, two (2) FTE Staff Services Analysts/Associate Governmental Program Analysts, one-half (0.50) FTE Attorney, and one-half (0.50) FTE Accounting Officer, to be established and housed at DHCS, to support the reported expenditures submission process for obtaining federal reimbursement under this Agreement. The County's allotted portion shall be based on a methodology specified in Addendum A.

#### C. General Responsibilities

- 1) Upon the County's compliance with all applicable provisions in this Agreement and applicable laws, the County may send its MCIP-eligible inmates to Medi-Cal providers to receive MCIP services.
- 2) The County shall reimburse DHCS pursuant to Paragraphs A and B with funds from the County's General Fund, or from any other funds allowed under federal law and regulation, including but not limited to, Section

1903(w) of the Social Security Act and Code of Federal Regulations, title 42, part 433, subpart B.

- 3) In the event of any federal deferral or disallowance which is applicable to MCIP expenditures, the County shall provide all documents requested by DHCS within fourteen (14) days.
- 4) The County shall assist with the completion of and delivery of completed Medi-Cal applications to County Welfare Department (CWD) within 90 calendar days after the date of admission of the inmate to an Medi-Cal provider off of the grounds of the county correctional facility which results in an expected stay of more than 24 hours.

### **Article 9 – Amendments**

- A. Amendments to this Agreement shall be made only by a writing signed by the parties to this Agreement and, if required by state law, by approval of the California Department of General Services. Notwithstanding the previous sentence, any update made to the appropriate contact persons identified in Article 5 may be made by e-mail to the other contact person or persons and without formal amendment.
- B. This Agreement shall be amended pursuant to findings from the periodic assessment identified in Article 11.H, to accurately reflect the State's administrative costs and MCIP medical care costs.

### **Article 10 – Termination and Agreement Disputes**

- A. This Agreement may be terminated by any party upon written notice given at least thirty (30) calendar days prior to the termination date. Notice shall be addressed to the respective parties as identified in Article 5 of this Agreement. The County shall remain obliged after the termination date to pay for all MCIP administrative costs and MCIP services incurred by DHCS for periods in which it participated in the program.
- B. This Agreement shall be terminated upon cessation of MCIP. The County shall remain obliged after the termination date to pay for all of the County's apportioned share of MCIP administrative costs based on Addendum A and all of the County's MCIP services incurred by DHCS for periods in which it participated in the program.
- C. An informal dispute resolution process shall be undertaken prior to the dispute resolution processes described in Subparagraphs 1 to 2, below. In case of a dispute there shall be a discussion between the County and DHCS staff, and if not resolved then the County shall address the issue to DHCS in a written letter. If unresolved then the dispute resolution processes in Subparagraphs 1 to 2 shall be undertaken as appropriate.

- 1) Nothing in this Agreement shall prevent the County from pursuing any other administrative and judicial review available to it under law.
  - 2) Judicial review pursuant to Code of Civil Procedure section 1085 shall be available to resolve disputes relating to the terms, performance, or termination of this Agreement, or any act, failure to act, conduct, order, or decision of DHCS that violate this Agreement subject to Article 11.F.
- D. The terms of Article 6 (Payment Terms and Invoicing), Article 10 (Termination and Agreement Disputes), Article 11.B (Indemnification), and Article 11.D (Records) shall survive after the termination date.

### **Article 11 – General Provisions**

#### **A. Definitions.**

- 1) The term “certified public expenditure process” or “CPE process” means the process established for the Medi-Cal program under state law (including but not limited to section 14166.1, et seq.), the California Medi-Cal state plan, and approved Medicaid demonstration projects and waivers through which public Medi-Cal providers claim federal financial participation for their allowable expenditures.
- 2) The term “days” as used in this Agreement shall mean calendar days unless specified otherwise.
- 3) The term “Demonstration Project” means the California Medi-Cal 2020 Demonstration, Number 11-W-00193/9, as approved by CMS effective beginning December 30, 2015.
- 4) The term “designated public hospital” is defined as set forth in the Demonstration Project, which shall be codified in state law at Welfare and Institutions Code section 14184.10, subdivision (f) pursuant to SB 815 (2016), and as may be modified from time to time.
- 5) The term “inmate” as used in this Agreement includes the persons identified in Welfare and Institutions Code sections 14053.7(e)(2)(A) and 14053.8(k) “juvenile inmate,” and Government Code sections 26605.6(a) “prisoner,” 26605.7(a) “prisoner” and (d)(1) “probationer,” and 26605.8 “prisoner” and “probationer.”
- 6) The term “MCIP” or “Medi-Cal County Inmate Program” contains the following three components: the Adult County Inmate Program (ACIP), as authorized in state law pursuant to Welfare and Institutions Code section

14053.7 and Penal Code section 5072, the Juvenile County Ward Program (JCWP), as authorized in Welfare and Institutions Code section 14053.8, and the County Compassionate Release Program (CCRP) and County Medical Probation Program (CMPP), as authorized by Government Code sections 26605.6, 26605.7, and 26605.8.

- 7) "MCIP administrative services" means the administrative services provided by DHCS personnel for the administration of MCIP, which shall include, but not be limited to those services provided by the personnel in Article 8 when claiming federal reimbursement for MCIP services and seeking reimbursement for DHCS from the County.
- 8) "Medi-Cal provider" means, any individual, partnership, group association, corporation, institution, or entity and the officer, directors, owners, managing employees or agents of any partnership, group association, corporation, institution, or entity that provides services, goods, supplies, or merchandise, directly or indirectly, to a Medi-Cal beneficiary, and that has been enrolled in the Medi-Cal program.

For purposes of MCIP, a Medi-Cal provider may claim for MCIP services rendered to the MCIP-eligible inmate depending on the MCIP component program. For example, a clinic cannot seek reimbursement from DHCS for outpatient services provided to an ACIP inmate because the outpatient services provided are not allowable as MCIP services for ACIP. A Medi-Cal provider does not go through a separate Medi-Cal enrollment or certification process to participate in MCIP.

- 9) "MCIP services" constitutes all of the following, only to the extent federal financial participation is available: a) in ACIP, Medi-Cal allowable inpatient hospital services, including inpatient psychiatric services, and physician services provided during the inpatient hospital service stay of adult inmates in county correctional facilities who are determined eligible for Medi-Cal pursuant to Welfare and Institutions Code section 14053.7; b) in the Compassionate Release Program pursuant to Government Code section 26605.6 and Medical Probation Program pursuant to Government Code section 26605.7, full-scope Medi-Cal services; c) in JCWP, Medi-Cal allowable inpatient hospital services, including inpatient psychiatric services and physician services, of juvenile inmates in county correctional facilities who are determined eligible for Medi-Cal services pursuant to Welfare and Institutions Code section 14053.8; and, d) any other Medi-Cal program for which federal reimbursement is available for coverage of adult inmates and juvenile inmates in county correctional facilities, if authorized by law and agreed to by the County and DHCS by amending this Agreement.
- 10) The term "Medi-Cal rate" means the reimbursement determined by the reimbursement methodology approved for the Medi-Cal provider under the

California State Plan, or Social Security Act section 1115 Demonstration Project or section 1915 waiver.

11) The State Fiscal Year (SFY) begins on July 1st of each year and ends on June 30th in the subsequent calendar year.

- B. Indemnification. It is agreed that the County shall defend, hold harmless, and indemnify DHCS, its officers, employees, and agents from any and all reported expenditures, liability, loss, or expense (including reasonable attorney fees) for injuries or damage to any person, any property, or both which arise out of the terms and conditions of this Agreement and the negligent or intentional acts or omissions of the County, its officers, employees, or agents.
- C. Severability. If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way. Notwithstanding the previous sentence, if a decision by a court of competent jurisdiction invalidates, voids, or renders unenforceable a term, condition, or provision in this Agreement that is included in the purpose of this Agreement then the parties to this Agreement shall either amend this Agreement pursuant to Article 9, or it shall be terminated pursuant to Article 10.
- D. Records. DHCS and the County shall maintain and preserve all records relating to this Agreement for a period of three (3) years from DHCS' receipt of the last payment of FFP, or until three years after all audit findings are resolved, whichever is later. This does not limit any responsibilities held by DHCS or the County provided for elsewhere in this Agreement, or in state or federal law.
- E. Compliance with Applicable Laws. All parties performance under this Agreement shall be in accordance with all applicable federal and state laws, including, but not limited to:
- 1) The Americans with Disabilities Act of 1990, as amended;
  - 2) Section 504 of the Rehabilitation Act of 1973, as amended;
  - 3) Title XIX of the Social Security Act;
  - 4) Welfare and Institutions Code section 14000 et seq.;
  - 5) Government Code section 53060;
  - 6) The California Medicaid State Plan;
  - 7) Laws and regulations including, but not limited to those related to licensure, certification, confidentiality of records, quality assurance, and nondiscrimination;
  - 8) The Policy and Procedure Letters, and similar instructions, published with regulatory authority;
  - 9) Government Code sections 26605.6, 26606.7, and 26605.8;
  - 10) Penal Code section 5072;

- 11) Title 42 of the Code of Federal Regulations; and,
- 12) California Code of Regulations.

F. Controlling Law and Venue. The validity of this Agreement and its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue of any action brought with regards to this Agreement shall be in any county in which the Attorney General maintains an office.

G. Integration Clause.

- 1) This Agreement and any exhibits and addendums attached hereto shall constitute the entire Agreement among the parties to it pertaining to the implementation of MCIP and supersedes any prior or contemporaneous understanding or agreement with respect to the subject matter of this Agreement.
- 2) Notwithstanding Subparagraph G.1., DHCS Form 9098 or DHCS Form 6208 (whichever is applicable) is incorporated by reference into this Agreement if the County has a DHCS Form 9098 or DHCS Form 6208 on record. Notwithstanding Subparagraph G.1., the terms of the DHCS Form 9098 or DHCS Form 6208 controls to the extent there is a conflict with this Agreement, except for Article 10 of this Agreement. If the DHCS Form 9098 or DHCS Form 6208 does not address a matter addressed by this Agreement, then this Agreement controls.

H. Periodic Assessment. Pursuant to Welfare and Institutions Code sections 14053.7 and 14053.8, and Government Code sections 26605.6, 26605.7, and 26605.8, the County enters into this Agreement in order to implement MCIP under which the County may participate and for which the County will pay the nonfederal share of all federally reimbursable administrative costs and medical care costs incurred by DHCS performing activities described in Article 7. The County agrees that DHCS, in its sole discretion, may conduct a periodic assessment in consultation with the counties, of such costs incurred by DHCS to determine compliance with Welfare and Institutions Code sections 14053.7 and 14053.8, Penal Code section 5072, and Government Code sections 26605.6, 26605.7, and 26605.8, and DHCS agrees to ensure that all invoicing as described in Article 6 and any other relevant documentation will be accordingly updated to ensure compliance with Welfare and Institutions Code sections 14053.7 and 14053.8, Penal Code section 5072, and Government Code sections 26605.6, 26605.7, and 26605.8.

I. Conformance Clause. Any provision of this Agreement in conflict with present or future governing authorities is hereby amended to conform to those authorities and such amended provisions supersede any conflicting provisions in this Agreement. The governing authorities include, but are not limited to the authorities listed in Article 11.E.

J. Waiver. No covenant, condition, duty, obligation, or undertaking made a part of this Agreement shall be waived except by amendment of the Agreement by the parties hereto, and forbearance or indulgence in any other form or manner by either party in any regard whatsoever shall not constitute a waiver of the covenant, condition, duty, obligation, or undertaking to be kept, performed, or discharged by the other party to which the same may apply; and, until performance or satisfaction of all covenants, duties, obligations, or undertakings is complete, the party shall have the right to invoke any remedy available under this Agreement, or under law, notwithstanding such forbearance or indulgence.

K. Third Party Benefit. None of the provisions of this Agreement are or shall be construed as for the benefit of, or enforceable by, any person not a party to this Agreement.

L. Conflict of Interest. The County is subject to the Medi-Cal Conflict of Interest Law, as applicable and set forth in Welfare and Institutions Code section 14022 and Article 1.1 (commencing with section 14030), and implemented pursuant to California Code of Regulations, title 22, section 51466.

M. Budget Contingency Clause.

1) DHCS will seek an appropriation in the Budget Act each State fiscal year which would authorize DHCS to pay Medi-Cal providers for MCIP services. It is mutually agreed that if the State Budget Act of the current SFY or any subsequent SFYs covered under this Agreement does not appropriate any funds for MCIP, this Agreement shall be of no further force and effect. In this event, an Article 10.B termination shall be implemented and DHCS shall have no liability to pay any funds whatsoever to Medi-Cal providers for MCIP services for the County's inmates rendered through the termination date of this Agreement.

2) If funding associated with MCIP for any SFY is reduced by the State Budget Act DHCS shall have the option to cancel this Agreement, with no liability occurring to the State.

N. Limitation of State Liability.

1) Notwithstanding any other provision of this Agreement, DHCS shall be held harmless from any federal audit disallowance and interest resulting from payments made by the federal Medicaid program as reimbursement for claims providing services for MCIP, less the amounts already remitted to or recovered by DHCS for the disallowed claim.

2) To the extent that a federal audit disallowance and interest results from a claim or claims for which the Medi-Cal provider has received reimbursement

for MCIP services under this Agreement, DHCS shall recoup from the Medi-Cal provider, upon written notice, amounts equal to the amount of the disallowance and interest in that fiscal year for the disallowed claim, less the amounts already remitted to or recovered by DHCS. All subsequent claims submitted to DHCS applicable to any previously disallowed claim, may be held in abeyance, with no payment made, until the federal disallowance issue is resolved.

O. Exclusions. The County shall comply with the following requirements:

- 1) The conviction of an employee or subcontractor of the County, or of an employee of a subcontractor, of any felony or of a misdemeanor involving fraud, abuse of any Medi-Cal beneficiary, or abuse of the Medi-Cal program, shall result in the exclusion of that employee or subcontractor, or employee of a subcontractor, from participation in MCIP except as a beneficiary.
- 2) Exclusion after conviction described in Article 11.O.1 shall result regardless of any subsequent order under Penal Code section 1203.4 allowing a person to withdraw his or her plea of guilty and to enter a plea of not guilty, or setting aside the verdict of guilty, or dismissing the accusation, information, or indictment.
- 3) Suspension or exclusion of an employee or a subcontractor, or of an employee of a subcontractor, from participation in the Medi-Cal program, the Medicaid program, or the Medicare program, shall result in the exclusion of that employee or subcontractor, or employee of a subcontractor, from participation in MCIP, except as a beneficiary.
- 4) Revocation, suspension, or restriction of the license, certificate, or registration of any employee, subcontractor, or employee of a subcontractor, shall result in exclusion from MCIP, when such license, certificate, or registration is required for the provision of services.

P. Confidentiality. The County shall comply with the applicable confidentiality requirements as specified in Section 1902(a)(7) of the Social Security Act; Code of Federal Regulations, title 42, section 431.300; Welfare and Institutions Code section 14100.2; and California Code of Regulations, title 22, section 51009; and, the Business Associates Agreement attached and hereby incorporated by reference.

Q. Data Sharing.

- 1) The County shall comply with all provisions of the current Business Associates Agreement (BAA) incorporated by reference and made part of this Agreement as Addendum B.

- 2) The County shall comply with all of the requirements imposed by DHCS as required by the Social Security Administration (SSA) Agreement between DHCS and the Social Security Administration, which is incorporated by reference and made part of this Agreement as Addendum C.
    - i. Please note these documents are highly sensitive and confidential. Only the county Privacy and Security Officers or designee shall receive these documents, and disclosure shall be limited to the appropriate parties involved with Medi-Cal PII. These documents are not public and shall not be published on any website accessible by or otherwise made available to the public.
- R. Agreement Signature Certification. The person signing this Agreement on behalf of the County shall complete and sign the certification incorporated by reference and made part of this Agreement as Addendum D.

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The persons signing this Agreement on behalf of County and DHCS, as applicable, represent and warrant that he or she is an individual duly authorized and having authority to sign on behalf of, and approve for, County or DHCS, as applicable, and is authorized and designated to enter into and approve this Agreement on behalf of County or DHCS, as applicable.

***Sonoma County***

Signature: \_\_\_\_\_

Name: Sheryl Bratton

Title: County Administrator

Date: February 7, 2017

**CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES  
Contract Management Unit**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

# MEDI-CAL COUNTY INMATE PROGRAM AGREEMENT

## Article 1 – Parties

- A. The parties to this Agreement (Agreement) are *Sonoma County* (the County) and the California Department of Health Care Services (DHCS).
- B. The County may voluntarily choose to participate in the Medi-Cal County Inmate Program (MCIP) by entering into this Agreement as authorized by Welfare and Institutions Code sections 14053.7 and 14053.8, and Government Code sections 26605.6, 26605.7, and 26605.8.
- C. DHCS is the single state agency responsible for administering the California Medical Assistance Program (Medi-Cal), including MCIP, pursuant to California Welfare and Institutions Code section 14100.1.

## Article 2 – Purpose of the Agreement

- A. The purpose of this Agreement is to set forth the terms a County must abide by in order to participate in MCIP. If a County does not participate in MCIP or does not abide by the terms of this Agreement, the County remains responsible for arranging for and paying for medical care for its inmates. MCIP creates budgetary savings for the County for the medical care provided to its Medi-Cal eligible inmates. MCIP, makes federal financial participation (FFP) available for medical care provided to Medi-Cal eligible county inmates. The County receives budgetary savings because it does not fund from the federal share of MCIP services for their Medi-Cal eligible inmates. MCIP services are provided by Medi-Cal providers to Medi-Cal eligible inmates, for which FFP- may be claimed consistent with federal law, including but not limited to subparagraph (A) following paragraph (29) of Section 1905(a) of the Social Security Act.
  - 1) MCIP allows the Medi-Cal providers to directly bill DHCS for MCIP services and DHCS will reimburse the Medi-Cal providers at their applicable Medi-Cal rate for the services rendered, to the extent FFP is available. DHCS will seek and retain FFP claimed for MCIP services and the County will reimburse DHCS any remaining balance for the claims paid by DHCS to the Medi-Cal provider for MCIP services, except for the MCIP services provided by public providers under the certified public expenditure (CPE) process.
  - 2) When the Medi-Cal provider is a Designated Public Hospital (DPH) or other public provider that incurs the cost of the nonfederal share pursuant to the CPE process, the Medi-Cal provider shall receive the FFP resulting from expenditures for the MCIP services. Notwithstanding the sentence above, DPHs may claim under Subparagraph 1 for MCIP services that are not claimed through the CPE process established in the Demonstration Project.

- B. The County shall reimburse DHCS its apportioned share of the nonfederal share of the administrative costs incurred for the administration of MCIP based on Addendum A.

**Article 3 – Term of the Agreement**

Subject to the provisions of this Agreement, the term of this Agreement shall be one year from July 1, 2017, through June 30, 2018.

**Article 4 – Maximum Payable Amount**

- A. The amount under this Agreement that the County shall be obligated to reimburse DHCS for MCIP services paid by DHCS to Medi-Cal providers shall not exceed the nonfederal share of the Medi-Cal payments for MCIP services for the County’s inmates incurred by DHCS. The maximum payable amount shall not exceed: \$300,000.00 This amount is subject to the annual limitations listed below:

Year	MCIP Services Total Nonfederal Share
SFY 2017-18	\$300,000.00

- B. The amount that the County shall be obligated to pay DHCS for MCIP administrative services rendered under this Agreement shall not exceed its apportioned share of the nonfederal share of the federally claimable costs of administering MCIP incurred by DHCS. The maximum payable amount shall not exceed the County’s apportioned share, which shall be based on a methodology specified in *Addendum A*, which is: \$3,882.62. This amount is subject to the annual limitations listed below:

Year	MCIP Administrative Services Total Nonfederal Share for the County
SFY 2017-18	\$ 3,882.62

- C. The maximum payable amount under this Agreement shall not exceed \$303,882.62
- D. For future SFY periods not covered under this Agreement, the maximum payable amount will be determined through a new Agreement or an amendment to this Agreement.

**Article 5 – Contact Persons**

Any notice, request, demand or other communication required or permitted hereunder, shall be deemed to be properly given when deposited in the United States mail, postage prepaid, and addressed:

In the case of the County, to:

*County Coordinator*  
*Sonoma County Administration*  
*Attn: Mary Booher*  
575 Administration Drive, Ste 104A  
Santa Rosa, CA 95403

Or to such person or address as the County may furnish in writing or e-mail to DHCS.

In the case of DHCS, to:

California Department of Health Care Services  
Safety Net Financing Division  
Medi-Cal Supplemental Payments Section  
Attn: Inmate Medi-Cal Claiming Unit  
1501 Capitol Avenue, MS 4504  
P.O. Box 997436  
Sacramento, CA 95899-7436

Or to such person or address as DHCS may, from time to time, furnish in writing or email to County.

## **Article 6 – Payment Terms and Invoicing**

### A. General Terms

- 1) The County shall compensate DHCS for the County's apportioned share of the nonfederal share of MCIP administrative services, and for the nonfederal share of MCIP services listed in Article 7, as required by Welfare and Institutions Code sections 14053.7 and 14053.8, and Government Code sections 26605.6, 26605.7, and 26605.8, within sixty (60) days of receipt of an invoice from DHCS, which specifies both the total federally claimable cost, and the nonfederal share of the total cost, for payments DHCS has made to providers, except that the County shall not reimburse the state for the nonfederal share of services billed by Medi-Cal providers under a CPE process, as described in Articles 8 and 11, below. MCIP administrative services and MCIP services shall be separately invoiced by DHCS to the County. Addendum A attached to this Agreement includes details regarding the nonfederal share of administrative costs. If the County is found to have overpaid DHCS comparing its owed nonfederal share to

payments actually made, DHCS shall refund the overpayment to the County within forty-five (45) days of an invoice from the County, containing the same information. This refund may be made by offsetting the amount against the County's next quarterly payment due to DHCS.

- 2) Failure by the County to timely compensate DHCS pursuant to Paragraphs B and C shall constitute a material breach of this Agreement by the County, which, at DHCS' discretion, may result in termination by DHCS pursuant to Article 10. The County may cure such breach by rendering payment of the amount owed to DHCS prior to the termination of this Agreement.
- 3) In no event shall payment be made by the County for any invoice or portion thereof exceeding the respective maximum annual Agreement amount specified in Article 4. Payment for any MCIP administrative services rendered by DHCS or MCIP services paid by DHCS exceeding the respective maximum annual Agreement amount shall require an amendment to this Agreement pursuant to Article 9. If the County fails to execute a retroactive amendment to the maximum payable amount under this Agreement, DHCS shall terminate the Agreement pursuant to Article 10.
- 4) Payments shall be sent to DHCS at the following address (or such other address as DHCS may specify in writing):

California Department of Health Care Services  
Safety Net Financing Division  
Medi-Cal Supplemental Payments Section  
Attn: Inmate Medi-Cal Claiming Unit  
1501 Capitol Avenue, MS 4504  
P.O. Box 997436  
Sacramento, CA 95899-7436

#### B. MCIP Services

- 1) DHCS shall submit to the County a quarterly invoice for MCIP services that identifies the nonfederal share amount, and a report that contains information regarding paid claims data for the quarter, including information identifying the provider of services and the beneficiary, the recipient aid code, and amount of reimbursement, and other information that may be agreed to between the parties.
- 2) The DHCS invoice shall not contain and the County shall not compensate DHCS for MCIP services provided by Medi-Cal providers where the County incurs the cost of providing MCIP services and claims them through the CPE process.

- 3) If the Medi-Cal provider renders MCIP services that are not reimbursable under the CPE process established, then the invoice shall contain and the County shall reimburse DHCS for the nonfederal share of DHCS' payments for these MCIP services.

#### C. MCIP Administrative Services

- 1) DHCS shall submit to the County an annual invoice for the County's apportioned share of the nonfederal share of MCIP administrative services based on Addendum A. The annual invoice for reimbursement identifies the following summarized categories of DHCS costs for the allocated SFY period billed: salary, benefits, operating expenses, and total costs. Costs shall be multiplied by one minus the Federal Medical Assistance Percentage applicable to such administrative costs subject to the limit on the amount reimbursable by the County under Article 4. For SFY 2017-18 and thereafter, DHCS shall submit annual invoices to the County no later than one hundred eighty (180) days following the close of the SFY.
- 2) The County shall not be obligated to pay DHCS for the MCIP administrative services covered by any invoice if DHCS presents the invoice to the County more than one (1) year after this Agreement terminates.

### **Article 7 – DHCS Responsibilities**

#### A. MCIP Services

- 1) DHCS shall pay the appropriate Medi-Cal fee-for-service rate to Medi-Cal providers that directly bill DHCS for MCIP services rendered to the County's MCIP-eligible inmates and shall seek FFP. DHCS shall be responsible to pay such providers only to the extent the County commits to reimburse DHCS the nonfederal share of all federally reimbursable MCIP claims and for which FFP is available and retained by DHCS for the MCIP service claims.
- 2) DHCS shall maintain accounting records to a level of detail which identifies the actual expenditures incurred for MCIP services, the services provided, the county responsible, the specific inmate treated, the inmate's aid code, and the specific provider billing.
- 3) DHCS shall submit claims in a timely manner to the federal Medicaid Program to draw down FFP for DHCS, and shall draw down and distribute FFP for MCIP services claimed through the CPE process. Such claims shall be submitted in compliance with all applicable laws and regulations.

#### B. MCIP Administrative Services

- 1) DHCS shall administer MCIP and this Agreement for claiming federal reimbursement for MCIP services. It is understood by both the County and DHCS that other administrative activities including, but not limited to, transporting MCIP eligible beneficiaries, arranging for their care and for their incarceration remain the administrative responsibilities of the County.
- 2) DHCS shall maintain accounting records to a level of detail which identifies the actual expenditures incurred for personnel services which includes salary/wages, benefits, overhead costs for DHCS's staff, as well as equipment and all related operating expenses applicable to these positions including, but not limited to, general expense, rent and supplies, and travel cost for identified staff and managerial staff working specifically on activities or assignments directly related to MCIP.

### C. General Responsibilities

- 1) DHCS shall:
  - i. Ensure that an appropriate audit trail exists within DHCS records and accounting system and maintain expenditure data as indicated in this Agreement.
  - ii. Designate a person to act as liaison with County with regard to issues concerning this Agreement. This person shall be identified to County's contact person for this Agreement.
  - iii. Provide a written response by email or mail to County's contact person within thirty (30) days of receiving a written request for information related to MCIP.
  - iv. With each quarterly invoice, provide paid claim analysis report to the County regarding MCIP claims submitted by providers for the County's MCIP-eligible inmates, as used for the determination of the corresponding nonfederal share that is the County's obligation under this Agreement,
- 2) Should the scope of work or services to be performed under this Agreement conflict with DHCS' responsibilities under federal Medicaid law, the responsibilities under federal Medicaid law shall take precedence.
- 3) DHCS' cessation of any activities due to federal Medicaid law responsibilities does not relinquish the obligation of the County to reimburse DHCS for MCIP administrative costs and MCIP services incurred by DHCS in connection with this Agreement for periods in which the County participated in the program.

- 4) DHCS agrees to provide to the County, or any federal or state department having monitoring or reviewing authority, access to and the right to examine its applicable records and documents for compliance with relevant federal and state statutes, rules and regulations, and this Agreement.

### **Article 8 – County Responsibilities**

#### A. MCIP Services

- 1) Except as provided in (vi.) of this section, the County is responsible for reimbursing DHCS for the nonfederal share of MCIP services paid by DHCS to Medi-Cal providers rendering MCIP services to the County's MCIP eligible beneficiaries.
  - i. The County may pay a Medi-Cal provider to the extent required by or otherwise permitted by state and federal law to arrange for services for the MCIP individuals. Such additional amounts shall be paid entirely with County funds, and shall not be eligible for Social Security Act Title XIX FFP.
  - ii. If DHCS pays the Medi-Cal provider more than what the county would have paid for services rendered, the county cannot request the difference from the Medi-Cal provider.
  - iii. If the county would have paid the Medi-Cal provider less than what DHCS paid the Medi-Cal provider, the county is still obligated to reimburse DHCS for the nonfederal share of the payment from DHCS for MCIP services.
  - iv. In the event that FFP is not available for any MCIP service claimed pursuant to this Agreement, the County shall be solely responsible for arranging and paying for any such MCIP service.
  - v. If the Centers for Medicare & Medicaid Services (CMS) determines an overpayment has occurred for a payment made to a Medi-Cal provider for MCIP services to the County's MCIP-eligible inmate, including the application of any federal payment limit that reduces the amount of FFP available for MCIP services, then DHCS shall seek the overpayment amount from the provider and return the collected FFP to CMS and return the collected nonfederal share of the overpayment to the County. In the event that DHCS cannot recover from the Medi-Cal provider such overpayment, the County shall pay DHCS an amount equal to the FFP portion of the unrecovered amount to the extent that section 1903(d)(2)(D) of the Social Security Act is found not to apply.

- vi. The County is not responsible for reimbursing DHCS for the nonfederal share of expenditures for MCIP services provided by DPHs when those services are reimbursed under the CPE process because DHCS is not responsible for the nonfederal share of expenditures for MCIP services reimbursed in the CPE process.
  - vii. The County is responsible for reimbursing DHCS for the nonfederal share of MCIP services provided by DPHs that are not reimbursed under the CPE process.
- 2) If CMS determines DHCS claimed a higher federal medical assistance percentage (FMAP) rate than is allowed and FFP is reduced by CMS for the MCIP services provided to a County's MCIP-eligible inmate for MCIP services, then the County shall hold DHCS harmless for the return of the FFP to CMS.

#### B. MCIP Administrative Services

- 1) As a condition of participating in MCIP, the County accepts its responsibility for reimbursing DHCS for the County's apportioned share of the nonfederal share of costs of MCIP administrative services based on Addendum A, performed by DHCS in administering MCIP, so that there is no expenditure from the State General Fund.
- 2) The County shall reimburse DHCS its allotted portion of the nonfederal share of funding for compensation, associated operating expenses, equipment, and travel costs for no more than 3.50 full-time equivalent (FTE) positions composed of: one-half (0.50) FTE Staff Service Manager I, two (2) FTE Staff Services Analysts/Associate Governmental Program Analysts, one-half (0.50) FTE Attorney, and one-half (0.50) FTE Accounting Officer, to be established and housed at DHCS, to support the reported expenditures submission process for obtaining federal reimbursement under this Agreement. The County's allotted portion shall be based on a methodology specified in Addendum A.

#### C. General Responsibilities

- 1) Upon the County's compliance with all applicable provisions in this Agreement and applicable laws, the County may send its MCIP-eligible inmates to Medi-Cal providers to receive MCIP services.
- 2) The County shall reimburse DHCS pursuant to Paragraphs A and B with funds from the County's General Fund, or from any other funds allowed under federal law and regulation, including but not limited to, Section

1903(w) of the Social Security Act and Code of Federal Regulations, title 42, part 433, subpart B.

- 3) In the event of any federal deferral or disallowance which is applicable to MCIP expenditures, the County shall provide all documents requested by DHCS within fourteen (14) days.
- 4) The County shall assist with the completion of and delivery of completed Medi-Cal applications to County Welfare Department (CWD) within 90 calendar days after the date of admission of the inmate to an Medi-Cal provider off of the grounds of the county correctional facility which results in an expected stay of more than 24 hours.

### **Article 9 – Amendments**

- A. Amendments to this Agreement shall be made only by a writing signed by the parties to this Agreement and, if required by state law, by approval of the California Department of General Services. Notwithstanding the previous sentence, any update made to the appropriate contact persons identified in Article 5 may be made by e-mail to the other contact person or persons and without formal amendment.
- B. This Agreement shall be amended pursuant to findings from the periodic assessment identified in Article 11.H, to accurately reflect the State's administrative costs and MCIP medical care costs.

### **Article 10 – Termination and Agreement Disputes**

- A. This Agreement may be terminated by any party upon written notice given at least thirty (30) calendar days prior to the termination date. Notice shall be addressed to the respective parties as identified in Article 5 of this Agreement. The County shall remain obliged after the termination date to pay for all MCIP administrative costs and MCIP services incurred by DHCS for periods in which it participated in the program.
- B. This Agreement shall be terminated upon cessation of MCIP. The County shall remain obliged after the termination date to pay for all of the County's apportioned share of MCIP administrative costs based on Addendum A and all of the County's MCIP services incurred by DHCS for periods in which it participated in the program.
- C. An informal dispute resolution process shall be undertaken prior to the dispute resolution processes described in Subparagraphs 1 to 2, below. In case of a dispute there shall be a discussion between the County and DHCS staff, and if not resolved then the County shall address the issue to DHCS in a written letter. If unresolved then the dispute resolution processes in Subparagraphs 1 to 2 shall be undertaken as appropriate.

- 1) Nothing in this Agreement shall prevent the County from pursuing any other administrative and judicial review available to it under law.
  - 2) Judicial review pursuant to Code of Civil Procedure section 1085 shall be available to resolve disputes relating to the terms, performance, or termination of this Agreement, or any act, failure to act, conduct, order, or decision of DHCS that violate this Agreement subject to Article 11.F.
- D. The terms of Article 6 (Payment Terms and Invoicing), Article 10 (Termination and Agreement Disputes), Article 11.B (Indemnification), and Article 11.D (Records) shall survive after the termination date.

### **Article 11 – General Provisions**

#### A. Definitions.

- 1) The term “certified public expenditure process” or “CPE process” means the process established for the Medi-Cal program under state law (including but not limited to section 14166.1, et seq.), the California Medi-Cal state plan, and approved Medicaid demonstration projects and waivers through which public Medi-Cal providers claim federal financial participation for their allowable expenditures.
- 2) The term “days” as used in this Agreement shall mean calendar days unless specified otherwise.
- 3) The term “Demonstration Project” means the California Medi-Cal 2020 Demonstration, Number 11-W-00193/9, as approved by CMS effective beginning December 30, 2015.
- 4) The term “designated public hospital” is defined as set forth in the Demonstration Project, which shall be codified in state law at Welfare and Institutions Code section 14184.10, subdivision (f) pursuant to SB 815 (2016), and as may be modified from time to time.
- 5) The term “inmate” as used in this Agreement includes the persons identified in Welfare and Institutions Code sections 14053.7(e)(2)(A) and 14053.8(k) “juvenile inmate,” and Government Code sections 26605.6(a) “prisoner,” 26605.7(a) “prisoner” and (d)(1) “probationer,” and 26605.8 “prisoner” and “probationer.”
- 6) The term “MCIP” or “Medi-Cal County Inmate Program” contains the following three components: the Adult County Inmate Program (ACIP), as authorized in state law pursuant to Welfare and Institutions Code section

14053.7 and Penal Code section 5072, the Juvenile County Ward Program (JCWP), as authorized in Welfare and Institutions Code section 14053.8, and the County Compassionate Release Program (CCRP) and County Medical Probation Program (CMPP), as authorized by Government Code sections 26605.6, 26605.7, and 26605.8.

- 7) "MCIP administrative services" means the administrative services provided by DHCS personnel for the administration of MCIP, which shall include, but not be limited to those services provided by the personnel in Article 8 when claiming federal reimbursement for MCIP services and seeking reimbursement for DHCS from the County.
- 8) "Medi-Cal provider" means, any individual, partnership, group association, corporation, institution, or entity and the officer, directors, owners, managing employees or agents of any partnership, group association, corporation, institution, or entity that provides services, goods, supplies, or merchandise, directly or indirectly, to a Medi-Cal beneficiary, and that has been enrolled in the Medi-Cal program.

For purposes of MCIP, a Medi-Cal provider may claim for MCIP services rendered to the MCIP-eligible inmate depending on the MCIP component program. For example, a clinic cannot seek reimbursement from DHCS for outpatient services provided to an ACIP inmate because the outpatient services provided are not allowable as MCIP services for ACIP. A Medi-Cal provider does not go through a separate Medi-Cal enrollment or certification process to participate in MCIP.

- 9) "MCIP services" constitutes all of the following, only to the extent federal financial participation is available: a) in ACIP, Medi-Cal allowable inpatient hospital services, including inpatient psychiatric services, and physician services provided during the inpatient hospital service stay of adult inmates in county correctional facilities who are determined eligible for Medi-Cal pursuant to Welfare and Institutions Code section 14053.7; b) in the Compassionate Release Program pursuant to Government Code section 26605.6 and Medical Probation Program pursuant to Government Code section 26605.7, full-scope Medi-Cal services; c) in JCWP, Medi-Cal allowable inpatient hospital services, including inpatient psychiatric services and physician services, of juvenile inmates in county correctional facilities who are determined eligible for Medi-Cal services pursuant to Welfare and Institutions Code section 14053.8; and, d) any other Medi-Cal program for which federal reimbursement is available for coverage of adult inmates and juvenile inmates in county correctional facilities, if authorized by law and agreed to by the County and DHCS by amending this Agreement.
- 10) The term "Medi-Cal rate" means the reimbursement determined by the reimbursement methodology approved for the Medi-Cal provider under the

California State Plan, or Social Security Act section 1115 Demonstration Project or section 1915 waiver.

11) The State Fiscal Year (SFY) begins on July 1st of each year and ends on June 30th in the subsequent calendar year.

- B. Indemnification. It is agreed that the County shall defend, hold harmless, and indemnify DHCS, its officers, employees, and agents from any and all reported expenditures, liability, loss, or expense (including reasonable attorney fees) for injuries or damage to any person, any property, or both which arise out of the terms and conditions of this Agreement and the negligent or intentional acts or omissions of the County, its officers, employees, or agents.
- C. Severability. If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way. Notwithstanding the previous sentence, if a decision by a court of competent jurisdiction invalidates, voids, or renders unenforceable a term, condition, or provision in this Agreement that is included in the purpose of this Agreement then the parties to this Agreement shall either amend this Agreement pursuant to Article 9, or it shall be terminated pursuant to Article 10.
- D. Records. DHCS and the County shall maintain and preserve all records relating to this Agreement for a period of three (3) years from DHCS' receipt of the last payment of FFP, or until three years after all audit findings are resolved, whichever is later. This does not limit any responsibilities held by DHCS or the County provided for elsewhere in this Agreement, or in state or federal law.
- E. Compliance with Applicable Laws. All parties performance under this Agreement shall be in accordance with all applicable federal and state laws, including, but not limited to:
- 1) The Americans with Disabilities Act of 1990, as amended;
  - 2) Section 504 of the Rehabilitation Act of 1973, as amended;
  - 3) Title XIX of the Social Security Act;
  - 4) Welfare and Institutions Code section 14000 et seq.;
  - 5) Government Code section 53060;
  - 6) The California Medicaid State Plan;
  - 7) Laws and regulations including, but not limited to those related to licensure, certification, confidentiality of records, quality assurance, and nondiscrimination;
  - 8) The Policy and Procedure Letters, and similar instructions, published with regulatory authority;
  - 9) Government Code sections 26605.6, 26606.7, and 26605.8;
  - 10) Penal Code section 5072;

- 11) Title 42 of the Code of Federal Regulations; and,
- 12) California Code of Regulations.

F. Controlling Law and Venue. The validity of this Agreement and its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue of any action brought with regards to this Agreement shall be in any county in which the Attorney General maintains an office.

G. Integration Clause.

- 1) This Agreement and any exhibits and addendums attached hereto shall constitute the entire Agreement among the parties to it pertaining to the implementation of MCIP and supersedes any prior or contemporaneous understanding or agreement with respect to the subject matter of this Agreement.
- 2) Notwithstanding Subparagraph G.1., DHCS Form 9098 or DHCS Form 6208 (whichever is applicable) is incorporated by reference into this Agreement if the County has a DHCS Form 9098 or DHCS Form 6208 on record. Notwithstanding Subparagraph G.1., the terms of the DHCS Form 9098 or DHCS Form 6208 controls to the extent there is a conflict with this Agreement, except for Article 10 of this Agreement. If the DHCS Form 9098 or DHCS Form 6208 does not address a matter addressed by this Agreement, then this Agreement controls.

H. Periodic Assessment. Pursuant to Welfare and Institutions Code sections 14053.7 and 14053.8, and Government Code sections 26605.6, 26605.7, and 26605.8, the County enters into this Agreement in order to implement MCIP under which the County may participate and for which the County will pay the nonfederal share of all federally reimbursable administrative costs and medical care costs incurred by DHCS performing activities described in Article 7. The County agrees that DHCS, in its sole discretion, may conduct a periodic assessment in consultation with the counties, of such costs incurred by DHCS to determine compliance with Welfare and Institutions Code sections 14053.7 and 14053.8, Penal Code section 5072, and Government Code sections 26605.6, 26605.7, and 26605.8, and DHCS agrees to ensure that all invoicing as described in Article 6 and any other relevant documentation will be accordingly updated to ensure compliance with Welfare and Institutions Code sections 14053.7 and 14053.8, Penal Code section 5072, and Government Code sections 26605.6, 26605.7, and 26605.8.

I. Conformance Clause. Any provision of this Agreement in conflict with present or future governing authorities is hereby amended to conform to those authorities and such amended provisions supersede any conflicting provisions in this Agreement. The governing authorities include, but are not limited to the authorities listed in Article 11.E.

J. Waiver. No covenant, condition, duty, obligation, or undertaking made a part of this Agreement shall be waived except by amendment of the Agreement by the parties hereto, and forbearance or indulgence in any other form or manner by either party in any regard whatsoever shall not constitute a waiver of the covenant, condition, duty, obligation, or undertaking to be kept, performed, or discharged by the other party to which the same may apply; and, until performance or satisfaction of all covenants, duties, obligations, or undertakings is complete, the party shall have the right to invoke any remedy available under this Agreement, or under law, notwithstanding such forbearance or indulgence.

K. Third Party Benefit. None of the provisions of this Agreement are or shall be construed as for the benefit of, or enforceable by, any person not a party to this Agreement.

L. Conflict of Interest. The County is subject to the Medi-Cal Conflict of Interest Law, as applicable and set forth in Welfare and Institutions Code section 14022 and Article 1.1 (commencing with section 14030), and implemented pursuant to California Code of Regulations, title 22, section 51466.

M. Budget Contingency Clause.

1) DHCS will seek an appropriation in the Budget Act each State fiscal year which would authorize DHCS to pay Medi-Cal providers for MCIP services. It is mutually agreed that if the State Budget Act of the current SFY or any subsequent SFYs covered under this Agreement does not appropriate any funds for MCIP, this Agreement shall be of no further force and effect. In this event, an Article 10.B termination shall be implemented and DHCS shall have no liability to pay any funds whatsoever to Medi-Cal providers for MCIP services for the County's inmates rendered through the termination date of this Agreement.

2) If funding associated with MCIP for any SFY is reduced by the State Budget Act DHCS shall have the option to cancel this Agreement, with no liability occurring to the State.

N. Limitation of State Liability.

1) Notwithstanding any other provision of this Agreement, DHCS shall be held harmless from any federal audit disallowance and interest resulting from payments made by the federal Medicaid program as reimbursement for claims providing services for MCIP, less the amounts already remitted to or recovered by DHCS for the disallowed claim.

2) To the extent that a federal audit disallowance and interest results from a claim or claims for which the Medi-Cal provider has received reimbursement

for MCIP services under this Agreement, DHCS shall recoup from the Medi-Cal provider, upon written notice, amounts equal to the amount of the disallowance and interest in that fiscal year for the disallowed claim, less the amounts already remitted to or recovered by DHCS. All subsequent claims submitted to DHCS applicable to any previously disallowed claim, may be held in abeyance, with no payment made, until the federal disallowance issue is resolved.

O. Exclusions. The County shall comply with the following requirements:

- 1) The conviction of an employee or subcontractor of the County, or of an employee of a subcontractor, of any felony or of a misdemeanor involving fraud, abuse of any Medi-Cal beneficiary, or abuse of the Medi-Cal program, shall result in the exclusion of that employee or subcontractor, or employee of a subcontractor, from participation in MCIP except as a beneficiary.
- 2) Exclusion after conviction described in Article 11.O.1 shall result regardless of any subsequent order under Penal Code section 1203.4 allowing a person to withdraw his or her plea of guilty and to enter a plea of not guilty, or setting aside the verdict of guilty, or dismissing the accusation, information, or indictment.
- 3) Suspension or exclusion of an employee or a subcontractor, or of an employee of a subcontractor, from participation in the Medi-Cal program, the Medicaid program, or the Medicare program, shall result in the exclusion of that employee or subcontractor, or employee of a subcontractor, from participation in MCIP, except as a beneficiary.
- 4) Revocation, suspension, or restriction of the license, certificate, or registration of any employee, subcontractor, or employee of a subcontractor, shall result in exclusion from MCIP, when such license, certificate, or registration is required for the provision of services.

P. Confidentiality. The County shall comply with the applicable confidentiality requirements as specified in Section 1902(a)(7) of the Social Security Act; Code of Federal Regulations, title 42, section 431.300; Welfare and Institutions Code section 14100.2; and California Code of Regulations, title 22, section 51009; and, the Business Associates Agreement attached and hereby incorporated by reference.

Q. Data Sharing.

- 1) The County shall comply with all provisions of the current Business Associates Agreement (BAA) incorporated by reference and made part of this Agreement as Addendum B.

- 2) The County shall comply with all of the requirements imposed by DHCS as required by the Social Security Administration (SSA) Agreement between DHCS and the Social Security Administration, which is incorporated by reference and made part of this Agreement as Addendum C.
    - i. Please note these documents are highly sensitive and confidential. Only the county Privacy and Security Officers or designee shall receive these documents, and disclosure shall be limited to the appropriate parties involved with Medi-Cal PII. These documents are not public and shall not be published on any website accessible by or otherwise made available to the public.
- R. Agreement Signature Certification. The person signing this Agreement on behalf of the County shall complete and sign the certification incorporated by reference and made part of this Agreement as Addendum D.

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The persons signing this Agreement on behalf of County and DHCS, as applicable, represent and warrant that he or she is an individual duly authorized and having authority to sign on behalf of, and approve for, County or DHCS, as applicable, and is authorized and designated to enter into and approve this Agreement on behalf of County or DHCS, as applicable.

***Sonoma County***

Signature: \_\_\_\_\_

Name: Sheryl Bratton

Title: County Administrator

Date: February 7, 2017

**CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES  
Contract Management Unit**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

# **MEDI-CAL COUNTY INMATE PROGRAM AGREEMENT**

## **Article 1 – Parties**

- A. The parties to this Agreement (Agreement) are *Sonoma County* (the County) and the California Department of Health Care Services (DHCS).
- B. The County may voluntarily choose to participate in the Medi-Cal County Inmate Program (MCIP) by entering into this Agreement as authorized by Welfare and Institutions Code sections 14053.7 and 14053.8, and Government Code sections 26605.6, 26605.7, and 26605.8.
- C. DHCS is the single state agency responsible for administering the California Medical Assistance Program (Medi-Cal), including MCIP, pursuant to California Welfare and Institutions Code section 14100.1.

## **Article 2 – Purpose of the Agreement**

- A. The purpose of this Agreement is to set forth the terms a County must abide by in order to participate in MCIP. If a County does not participate in MCIP or does not abide by the terms of this Agreement, the County remains responsible for arranging for and paying for medical care for its inmates. MCIP creates budgetary savings for the County for the medical care provided to its Medi-Cal eligible inmates. MCIP, makes federal financial participation (FFP) available for medical care provided to Medi-Cal eligible county inmates. The County receives budgetary savings because it does not fund from the federal share of MCIP services for their Medi-Cal eligible inmates. MCIP services are provided by Medi-Cal providers to Medi-Cal eligible inmates, for which FFP- may be claimed consistent with federal law, including but not limited to subparagraph (A) following paragraph (29) of Section 1905(a) of the Social Security Act.
  - 1) MCIP allows the Medi-Cal providers to directly bill DHCS for MCIP services and DHCS will reimburse the Medi-Cal providers at their applicable Medi-Cal rate for the services rendered, to the extent FFP is available. DHCS will seek and retain FFP claimed for MCIP services and the County will reimburse DHCS any remaining balance for the claims paid by DHCS to the Medi-Cal provider for MCIP services, except for the MCIP services provided by public providers under the certified public expenditure (CPE) process.
  - 2) When the Medi-Cal provider is a Designated Public Hospital (DPH) or other public provider that incurs the cost of the nonfederal share pursuant to the CPE process, the Medi-Cal provider shall receive the FFP resulting from expenditures for the MCIP services. Notwithstanding the sentence above, DPHs may claim under Subparagraph 1 for MCIP services that are not claimed through the CPE process established in the Demonstration Project.

- B. The County shall reimburse DHCS its apportioned share of the nonfederal share of the administrative costs incurred for the administration of MCIP based on Addendum A.

**Article 3 – Term of the Agreement**

Subject to the provisions of this Agreement, the term of this Agreement shall be three months from April 1, 2017, through June 30, 2017.

**Article 4 – Maximum Payable Amount**

- A. The amount under this Agreement that the County shall be obligated to reimburse DHCS for MCIP services paid by DHCS to Medi-Cal providers shall not exceed the nonfederal share of the Medi-Cal payments for MCIP services for the County’s inmates incurred by DHCS. The maximum payable amount shall not exceed: \$75,000.00. This amount is subject to the annual limitations listed below:

Year	MCIP Services Total Nonfederal Share
SFY 2016-17	\$75,000.00

- B. The amount that the County shall be obligated to pay DHCS for MCIP administrative services rendered under this Agreement shall not exceed its apportioned share of the nonfederal share of the federally claimable costs of administering MCIP incurred by DHCS. The maximum payable amount shall not exceed the County’s apportioned share, which shall be based on a methodology specified in *Addendum A*, which is: \$1,174.18. This amount is subject to the annual limitations listed below:

Year	MCIP Administrative Services Total Nonfederal Share for the County
SFY 2016-17	\$1,174.18

- C. The maximum payable amount under this Agreement shall not exceed \$ 76,174.18.
- D. For future SFY periods not covered under this Agreement, the maximum payable amount will be determined through a new Agreement or an amendment to this Agreement.

**Article 5 – Contact Persons**

Any notice, request, demand or other communication required or permitted hereunder, shall be deemed to be properly given when deposited in the United States mail, postage prepaid, and addressed:

In the case of the County, to:

*County Coordinator*  
*Sonoma County Administration*  
*Attn: Mary Booher*  
575 Administration Drive, Ste 104A  
Santa Rosa, CA 95403

Or to such person or address as the County may furnish in writing or e-mail to DHCS.

In the case of DHCS, to:

California Department of Health Care Services  
Safety Net Financing Division  
Medi-Cal Supplemental Payments Section  
Attn: Inmate Medi-Cal Claiming Unit  
1501 Capitol Avenue, MS 4504  
P.O. Box 997436  
Sacramento, CA 95899-7436

Or to such person or address as DHCS may, from time to time, furnish in writing or email to County.

## **Article 6 – Payment Terms and Invoicing**

### **A. General Terms**

- 1) The County shall compensate DHCS for the County's apportioned share of the nonfederal share of MCIP administrative services, and for the nonfederal share of MCIP services listed in Article 7, as required by Welfare and Institutions Code sections 14053.7 and 14053.8, and Government Code sections 26605.6, 26605.7, and 26605.8, within sixty (60) days of receipt of an invoice from DHCS, which specifies both the total federally claimable cost, and the nonfederal share of the total cost, for payments DHCS has made to providers, except that the County shall not reimburse the state for the nonfederal share of services billed by Medi-Cal providers under a CPE process, as described in Articles 8 and 11, below. MCIP administrative services and MCIP services shall be separately invoiced by DHCS to the County. Addendum A attached to this Agreement includes details regarding the nonfederal share of administrative costs. If the County is found to have overpaid DHCS comparing its owed nonfederal share to

payments actually made, DHCS shall refund the overpayment to the County within forty-five (45) days of an invoice from the County, containing the same information. This refund may be made by offsetting the amount against the County's next quarterly payment due to DHCS.

- 2) Failure by the County to timely compensate DHCS pursuant to Paragraphs B and C shall constitute a material breach of this Agreement by the County, which, at DHCS' discretion, may result in termination by DHCS pursuant to Article 10. The County may cure such breach by rendering payment of the amount owed to DHCS prior to the termination of this Agreement.
- 3) In no event shall payment be made by the County for any invoice or portion thereof exceeding the respective maximum annual Agreement amount specified in Article 4. Payment for any MCIP administrative services rendered by DHCS or MCIP services paid by DHCS exceeding the respective maximum annual Agreement amount shall require an amendment to this Agreement pursuant to Article 9. If the County fails to execute a retroactive amendment to the maximum payable amount under this Agreement, DHCS shall terminate the Agreement pursuant to Article 10.
- 4) Payments shall be sent to DHCS at the following address (or such other address as DHCS may specify in writing):

California Department of Health Care Services  
Safety Net Financing Division  
Medi-Cal Supplemental Payments Section  
Attn: Inmate Medi-Cal Claiming Unit  
1501 Capitol Avenue, MS 4504  
P.O. Box 997436  
Sacramento, CA 95899-7436

#### B. MCIP Services

- 1) DHCS shall submit to the County a quarterly invoice for MCIP services that identifies the nonfederal share amount, and a report that contains information regarding paid claims data for the quarter, including information identifying the provider of services and the beneficiary, the recipient aid code, and amount of reimbursement, and other information that may be agreed to between the parties.
- 2) The DHCS invoice shall not contain and the County shall not compensate DHCS for MCIP services provided by Medi-Cal providers where the County incurs the cost of providing MCIP services and claims them through the CPE process.

- 3) If the Medi-Cal provider renders MCIP services that are not reimbursable under the CPE process established, then the invoice shall contain and the County shall reimburse DHCS for the nonfederal share of DHCS' payments for these MCIP services.

#### C. MCIP Administrative Services

- 1) DHCS shall submit to the County an annual invoice for the County's apportioned share of the nonfederal share of MCIP administrative services based on Addendum A. The annual invoice for reimbursement identifies the following summarized categories of DHCS costs for the allocated SFY period billed: salary, benefits, operating expenses, and total costs. Costs shall be multiplied by one minus the Federal Medical Assistance Percentage applicable to such administrative costs subject to the limit on the amount reimbursable by the County under Article 4. For SFY 2016-17 and thereafter, DHCS shall submit annual invoices to the County no later than one hundred eighty (180) days following the close of the SFY.
- 2) The County shall not be obligated to pay DHCS for the MCIP administrative services covered by any invoice if DHCS presents the invoice to the County more than one (1) year after this Agreement terminates.

### **Article 7 – DHCS Responsibilities**

#### A. MCIP Services

- 1) DHCS shall pay the appropriate Medi-Cal fee-for-service rate to Medi-Cal providers that directly bill DHCS for MCIP services rendered to the County's MCIP-eligible inmates and shall seek FFP. DHCS shall be responsible to pay such providers only to the extent the County commits to reimburse DHCS the nonfederal share of all federally reimbursable MCIP claims and for which FFP is available and retained by DHCS for the MCIP service claims.
- 2) DHCS shall maintain accounting records to a level of detail which identifies the actual expenditures incurred for MCIP services, the services provided, the county responsible, the specific inmate treated, the inmate's aid code, and the specific provider billing.
- 3) DHCS shall submit claims in a timely manner to the federal Medicaid Program to draw down FFP for DHCS, and shall draw down and distribute FFP for MCIP services claimed through the CPE process. Such claims shall be submitted in compliance with all applicable laws and regulations.

#### B. MCIP Administrative Services

- 1) DHCS shall administer MCIP and this Agreement for claiming federal reimbursement for MCIP services. It is understood by both the County and DHCS that other administrative activities including, but not limited to, transporting MCIP eligible beneficiaries, arranging for their care and for their incarceration remain the administrative responsibilities of the County.
- 2) DHCS shall maintain accounting records to a level of detail which identifies the actual expenditures incurred for personnel services which includes salary/wages, benefits, overhead costs for DHCS's staff, as well as equipment and all related operating expenses applicable to these positions including, but not limited to, general expense, rent and supplies, and travel cost for identified staff and managerial staff working specifically on activities or assignments directly related to MCIP.

### C. General Responsibilities

- 1) DHCS shall:
  - i. Ensure that an appropriate audit trail exists within DHCS records and accounting system and maintain expenditure data as indicated in this Agreement.
  - ii. Designate a person to act as liaison with County with regard to issues concerning this Agreement. This person shall be identified to County's contact person for this Agreement.
  - iii. Provide a written response by email or mail to County's contact person within thirty (30) days of receiving a written request for information related to MCIP.
  - iv. With each quarterly invoice, provide paid claim analysis report to the County regarding MCIP claims submitted by providers for the County's MCIP-eligible inmates, as used for the determination of the corresponding nonfederal share that is the County's obligation under this Agreement,
- 2) Should the scope of work or services to be performed under this Agreement conflict with DHCS' responsibilities under federal Medicaid law, the responsibilities under federal Medicaid law shall take precedence.
- 3) DHCS' cessation of any activities due to federal Medicaid law responsibilities does not relinquish the obligation of the County to reimburse DHCS for MCIP administrative costs and MCIP services incurred by DHCS in connection with this Agreement for periods in which the County participated in the program.

- 4) DHCS agrees to provide to the County, or any federal or state department having monitoring or reviewing authority, access to and the right to examine its applicable records and documents for compliance with relevant federal and state statutes, rules and regulations, and this Agreement.

### **Article 8 – County Responsibilities**

#### A. MCIP Services

- 1) Except as provided in (vi.) of this section, the County is responsible for reimbursing DHCS for the nonfederal share of MCIP services paid by DHCS to Medi-Cal providers rendering MCIP services to the County's MCIP eligible beneficiaries.
  - i. The County may pay a Medi-Cal provider to the extent required by or otherwise permitted by state and federal law to arrange for services for the MCIP individuals. Such additional amounts shall be paid entirely with County funds, and shall not be eligible for Social Security Act Title XIX FFP.
  - ii. If DHCS pays the Medi-Cal provider more than what the county would have paid for services rendered, the county cannot request the difference from the Medi-Cal provider.
  - iii. If the county would have paid the Medi-Cal provider less than what DHCS paid the Medi-Cal provider, the county is still obligated to reimburse DHCS for the nonfederal share of the payment from DHCS for MCIP services.
  - iv. In the event that FFP is not available for any MCIP service claimed pursuant to this Agreement, the County shall be solely responsible for arranging and paying for any such MCIP service.
  - v. If the Centers for Medicare & Medicaid Services (CMS) determines an overpayment has occurred for a payment made to a Medi-Cal provider for MCIP services to the County's MCIP-eligible inmate, including the application of any federal payment limit that reduces the amount of FFP available for MCIP services, then DHCS shall seek the overpayment amount from the provider and return the collected FFP to CMS and return the collected nonfederal share of the overpayment to the County. In the event that DHCS cannot recover from the Medi-Cal provider such overpayment, the County shall pay DHCS an amount equal to the FFP portion of the unrecovered amount to the extent that section 1903(d)(2)(D) of the Social Security Act is found not to apply.

- vi. The County is not responsible for reimbursing DHCS for the nonfederal share of expenditures for MCIP services provided by DPHs when those services are reimbursed under the CPE process because DHCS is not responsible for the nonfederal share of expenditures for MCIP services reimbursed in the CPE process.
  - vii. The County is responsible for reimbursing DHCS for the nonfederal share of MCIP services provided by DPHs that are not reimbursed under the CPE process.
- 2) If CMS determines DHCS claimed a higher federal medical assistance percentage (FMAP) rate than is allowed and FFP is reduced by CMS for the MCIP services provided to a County's MCIP-eligible inmate for MCIP services, then the County shall hold DHCS harmless for the return of the FFP to CMS.

#### B. MCIP Administrative Services

- 1) As a condition of participating in MCIP, the County accepts its responsibility for reimbursing DHCS for the County's apportioned share of the nonfederal share of costs of MCIP administrative services based on Addendum A, performed by DHCS in administering MCIP, so that there is no expenditure from the State General Fund.
- 2) The County shall reimburse DHCS its allotted portion of the nonfederal share of funding for compensation, associated operating expenses, equipment, and travel costs for no more than 3.50 full-time equivalent (FTE) positions composed of: one-half (0.50) FTE Staff Service Manager I, two (2) FTE Staff Services Analysts/Associate Governmental Program Analysts, one-half (0.50) FTE Attorney, and one-half (0.50) FTE Accounting Officer, to be established and housed at DHCS, to support the reported expenditures submission process for obtaining federal reimbursement under this Agreement. The County's allotted portion shall be based on a methodology specified in Addendum A.

#### C. General Responsibilities

- 1) Upon the County's compliance with all applicable provisions in this Agreement and applicable laws, the County may send its MCIP-eligible inmates to Medi-Cal providers to receive MCIP services.
- 2) The County shall reimburse DHCS pursuant to Paragraphs A and B with funds from the County's General Fund, or from any other funds allowed under federal law and regulation, including but not limited to, Section

1903(w) of the Social Security Act and Code of Federal Regulations, title 42, part 433, subpart B.

- 3) In the event of any federal deferral or disallowance which is applicable to MCIP expenditures, the County shall provide all documents requested by DHCS within fourteen (14) days.
- 4) The County shall assist with the completion of and delivery of completed Medi-Cal applications to County Welfare Department (CWD) within 90 calendar days after the date of admission of the inmate to an Medi-Cal provider off of the grounds of the county correctional facility which results in an expected stay of more than 24 hours.

### **Article 9 – Amendments**

- A. Amendments to this Agreement shall be made only by a writing signed by the parties to this Agreement and, if required by state law, by approval of the California Department of General Services. Notwithstanding the previous sentence, any update made to the appropriate contact persons identified in Article 5 may be made by e-mail to the other contact person or persons and without formal amendment.
- B. This Agreement shall be amended pursuant to findings from the periodic assessment identified in Article 11.H, to accurately reflect the State's administrative costs and MCIP medical care costs.

### **Article 10 – Termination and Agreement Disputes**

- A. This Agreement may be terminated by any party upon written notice given at least thirty (30) calendar days prior to the termination date. Notice shall be addressed to the respective parties as identified in Article 5 of this Agreement. The County shall remain obliged after the termination date to pay for all MCIP administrative costs and MCIP services incurred by DHCS for periods in which it participated in the program.
- B. This Agreement shall be terminated upon cessation of MCIP. The County shall remain obliged after the termination date to pay for all of the County's apportioned share of MCIP administrative costs based on Addendum A and all of the County's MCIP services incurred by DHCS for periods in which it participated in the program.
- C. An informal dispute resolution process shall be undertaken prior to the dispute resolution processes described in Subparagraphs 1 to 2, below. In case of a dispute there shall be a discussion between the County and DHCS staff, and if not resolved then the County shall address the issue to DHCS in a written letter. If unresolved then the dispute resolution processes in Subparagraphs 1 to 2 shall be undertaken as appropriate.

- 1) Nothing in this Agreement shall prevent the County from pursuing any other administrative and judicial review available to it under law.
  - 2) Judicial review pursuant to Code of Civil Procedure section 1085 shall be available to resolve disputes relating to the terms, performance, or termination of this Agreement, or any act, failure to act, conduct, order, or decision of DHCS that violate this Agreement subject to Article 11.F.
- D. The terms of Article 6 (Payment Terms and Invoicing), Article 10 (Termination and Agreement Disputes), Article 11.B (Indemnification), and Article 11.D (Records) shall survive after the termination date.

### **Article 11 – General Provisions**

#### A. Definitions.

- 1) The term “certified public expenditure process” or “CPE process” means the process established for the Medi-Cal program under state law (including but not limited to section 14166.1, et seq.), the California Medi-Cal state plan, and approved Medicaid demonstration projects and waivers through which public Medi-Cal providers claim federal financial participation for their allowable expenditures.
- 2) The term “days” as used in this Agreement shall mean calendar days unless specified otherwise.
- 3) The term “Demonstration Project” means the California Medi-Cal 2020 Demonstration, Number 11-W-00193/9, as approved by CMS effective beginning December 30, 2015.
- 4) The term “designated public hospital” is defined as set forth in the Demonstration Project, which shall be codified in state law at Welfare and Institutions Code section 14184.10, subdivision (f) pursuant to SB 815 (2016), and as may be modified from time to time.
- 5) The term “inmate” as used in this Agreement includes the persons identified in Welfare and Institutions Code sections 14053.7(e)(2)(A) and 14053.8(k) “juvenile inmate,” and Government Code sections 26605.6(a) “prisoner,” 26605.7(a) “prisoner” and (d)(1) “probationer,” and 26605.8 “prisoner” and “probationer.”
- 6) The term “MCIP” or “Medi-Cal County Inmate Program” contains the following three components: the Adult County Inmate Program (ACIP), as authorized in state law pursuant to Welfare and Institutions Code section

14053.7 and Penal Code section 5072, the Juvenile County Ward Program (JCWP), as authorized in Welfare and Institutions Code section 14053.8, and the County Compassionate Release Program (CCRP) and County Medical Probation Program (CMPP), as authorized by Government Code sections 26605.6, 26605.7, and 26605.8.

- 7) "MCIP administrative services" means the administrative services provided by DHCS personnel for the administration of MCIP, which shall include, but not be limited to those services provided by the personnel in Article 8 when claiming federal reimbursement for MCIP services and seeking reimbursement for DHCS from the County.
- 8) "Medi-Cal provider" means, any individual, partnership, group association, corporation, institution, or entity and the officer, directors, owners, managing employees or agents of any partnership, group association, corporation, institution, or entity that provides services, goods, supplies, or merchandise, directly or indirectly, to a Medi-Cal beneficiary, and that has been enrolled in the Medi-Cal program.

For purposes of MCIP, a Medi-Cal provider may claim for MCIP services rendered to the MCIP-eligible inmate depending on the MCIP component program. For example, a clinic cannot seek reimbursement from DHCS for outpatient services provided to an ACIP inmate because the outpatient services provided are not allowable as MCIP services for ACIP. A Medi-Cal provider does not go through a separate Medi-Cal enrollment or certification process to participate in MCIP.

- 9) "MCIP services" constitutes all of the following, only to the extent federal financial participation is available: a) in ACIP, Medi-Cal allowable inpatient hospital services, including inpatient psychiatric services, and physician services provided during the inpatient hospital service stay of adult inmates in county correctional facilities who are determined eligible for Medi-Cal pursuant to Welfare and Institutions Code section 14053.7; b) in the Compassionate Release Program pursuant to Government Code section 26605.6 and Medical Probation Program pursuant to Government Code section 26605.7, full-scope Medi-Cal services; c) in JCWP, Medi-Cal allowable inpatient hospital services, including inpatient psychiatric services and physician services, of juvenile inmates in county correctional facilities who are determined eligible for Medi-Cal services pursuant to Welfare and Institutions Code section 14053.8; and, d) any other Medi-Cal program for which federal reimbursement is available for coverage of adult inmates and juvenile inmates in county correctional facilities, if authorized by law and agreed to by the County and DHCS by amending this Agreement.
- 10) The term "Medi-Cal rate" means the reimbursement determined by the reimbursement methodology approved for the Medi-Cal provider under the

California State Plan, or Social Security Act section 1115 Demonstration Project or section 1915 waiver.

11) The State Fiscal Year (SFY) begins on July 1st of each year and ends on June 30th in the subsequent calendar year.

- B. Indemnification. It is agreed that the County shall defend, hold harmless, and indemnify DHCS, its officers, employees, and agents from any and all reported expenditures, liability, loss, or expense (including reasonable attorney fees) for injuries or damage to any person, any property, or both which arise out of the terms and conditions of this Agreement and the negligent or intentional acts or omissions of the County, its officers, employees, or agents.
- C. Severability. If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way. Notwithstanding the previous sentence, if a decision by a court of competent jurisdiction invalidates, voids, or renders unenforceable a term, condition, or provision in this Agreement that is included in the purpose of this Agreement then the parties to this Agreement shall either amend this Agreement pursuant to Article 9, or it shall be terminated pursuant to Article 10.
- D. Records. DHCS and the County shall maintain and preserve all records relating to this Agreement for a period of three (3) years from DHCS' receipt of the last payment of FFP, or until three years after all audit findings are resolved, whichever is later. This does not limit any responsibilities held by DHCS or the County provided for elsewhere in this Agreement, or in state or federal law.
- E. Compliance with Applicable Laws. All parties performance under this Agreement shall be in accordance with all applicable federal and state laws, including, but not limited to:
- 1) The Americans with Disabilities Act of 1990, as amended;
  - 2) Section 504 of the Rehabilitation Act of 1973, as amended;
  - 3) Title XIX of the Social Security Act;
  - 4) Welfare and Institutions Code section 14000 et seq.;
  - 5) Government Code section 53060;
  - 6) The California Medicaid State Plan;
  - 7) Laws and regulations including, but not limited to those related to licensure, certification, confidentiality of records, quality assurance, and nondiscrimination;
  - 8) The Policy and Procedure Letters, and similar instructions, published with regulatory authority;
  - 9) Government Code sections 26605.6, 26606.7, and 26605.8;
  - 10) Penal Code section 5072;

- 11) Title 42 of the Code of Federal Regulations; and,
- 12) California Code of Regulations.

F. Controlling Law and Venue. The validity of this Agreement and its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue of any action brought with regards to this Agreement shall be in any county in which the Attorney General maintains an office.

G. Integration Clause.

- 1) This Agreement and any exhibits and addendums attached hereto shall constitute the entire Agreement among the parties to it pertaining to the implementation of MCIP and supersedes any prior or contemporaneous understanding or agreement with respect to the subject matter of this Agreement.
- 2) Notwithstanding Subparagraph G.1., DHCS Form 9098 or DHCS Form 6208 (whichever is applicable) is incorporated by reference into this Agreement if the County has a DHCS Form 9098 or DHCS Form 6208 on record. Notwithstanding Subparagraph G.1., the terms of the DHCS Form 9098 or DHCS Form 6208 controls to the extent there is a conflict with this Agreement, except for Article 10 of this Agreement. If the DHCS Form 9098 or DHCS Form 6208 does not address a matter addressed by this Agreement, then this Agreement controls.

H. Periodic Assessment. Pursuant to Welfare and Institutions Code sections 14053.7 and 14053.8, and Government Code sections 26605.6, 26605.7, and 26605.8, the County enters into this Agreement in order to implement MCIP under which the County may participate and for which the County will pay the nonfederal share of all federally reimbursable administrative costs and medical care costs incurred by DHCS performing activities described in Article 7. The County agrees that DHCS, in its sole discretion, may conduct a periodic assessment in consultation with the counties, of such costs incurred by DHCS to determine compliance with Welfare and Institutions Code sections 14053.7 and 14053.8, Penal Code section 5072, and Government Code sections 26605.6, 26605.7, and 26605.8, and DHCS agrees to ensure that all invoicing as described in Article 6 and any other relevant documentation will be accordingly updated to ensure compliance with Welfare and Institutions Code sections 14053.7 and 14053.8, Penal Code section 5072, and Government Code sections 26605.6, 26605.7, and 26605.8.

I. Conformance Clause. Any provision of this Agreement in conflict with present or future governing authorities is hereby amended to conform to those authorities and such amended provisions supersede any conflicting provisions in this Agreement. The governing authorities include, but are not limited to the authorities listed in Article 11.E.

J. Waiver. No covenant, condition, duty, obligation, or undertaking made a part of this Agreement shall be waived except by amendment of the Agreement by the parties hereto, and forbearance or indulgence in any other form or manner by either party in any regard whatsoever shall not constitute a waiver of the covenant, condition, duty, obligation, or undertaking to be kept, performed, or discharged by the other party to which the same may apply; and, until performance or satisfaction of all covenants, duties, obligations, or undertakings is complete, the party shall have the right to invoke any remedy available under this Agreement, or under law, notwithstanding such forbearance or indulgence.

K. Third Party Benefit. None of the provisions of this Agreement are or shall be construed as for the benefit of, or enforceable by, any person not a party to this Agreement.

L. Conflict of Interest. The County is subject to the Medi-Cal Conflict of Interest Law, as applicable and set forth in Welfare and Institutions Code section 14022 and Article 1.1 (commencing with section 14030), and implemented pursuant to California Code of Regulations, title 22, section 51466.

M. Budget Contingency Clause.

1) DHCS will seek an appropriation in the Budget Act each State fiscal year which would authorize DHCS to pay Medi-Cal providers for MCIP services. It is mutually agreed that if the State Budget Act of the current SFY or any subsequent SFYs covered under this Agreement does not appropriate any funds for MCIP, this Agreement shall be of no further force and effect. In this event, an Article 10.B termination shall be implemented and DHCS shall have no liability to pay any funds whatsoever to Medi-Cal providers for MCIP services for the County's inmates rendered through the termination date of this Agreement.

2) If funding associated with MCIP for any SFY is reduced by the State Budget Act DHCS shall have the option to cancel this Agreement, with no liability occurring to the State.

N. Limitation of State Liability.

1) Notwithstanding any other provision of this Agreement, DHCS shall be held harmless from any federal audit disallowance and interest resulting from payments made by the federal Medicaid program as reimbursement for claims providing services for MCIP, less the amounts already remitted to or recovered by DHCS for the disallowed claim.

2) To the extent that a federal audit disallowance and interest results from a claim or claims for which the Medi-Cal provider has received reimbursement

for MCIP services under this Agreement, DHCS shall recoup from the Medi-Cal provider, upon written notice, amounts equal to the amount of the disallowance and interest in that fiscal year for the disallowed claim, less the amounts already remitted to or recovered by DHCS. All subsequent claims submitted to DHCS applicable to any previously disallowed claim, may be held in abeyance, with no payment made, until the federal disallowance issue is resolved.

O. Exclusions. The County shall comply with the following requirements:

- 1) The conviction of an employee or subcontractor of the County, or of an employee of a subcontractor, of any felony or of a misdemeanor involving fraud, abuse of any Medi-Cal beneficiary, or abuse of the Medi-Cal program, shall result in the exclusion of that employee or subcontractor, or employee of a subcontractor, from participation in MCIP except as a beneficiary.
- 2) Exclusion after conviction described in Article 11.O.1 shall result regardless of any subsequent order under Penal Code section 1203.4 allowing a person to withdraw his or her plea of guilty and to enter a plea of not guilty, or setting aside the verdict of guilty, or dismissing the accusation, information, or indictment.
- 3) Suspension or exclusion of an employee or a subcontractor, or of an employee of a subcontractor, from participation in the Medi-Cal program, the Medicaid program, or the Medicare program, shall result in the exclusion of that employee or subcontractor, or employee of a subcontractor, from participation in MCIP, except as a beneficiary.
- 4) Revocation, suspension, or restriction of the license, certificate, or registration of any employee, subcontractor, or employee of a subcontractor, shall result in exclusion from MCIP, when such license, certificate, or registration is required for the provision of services.

P. Confidentiality. The County shall comply with the applicable confidentiality requirements as specified in Section 1902(a)(7) of the Social Security Act; Code of Federal Regulations, title 42, section 431.300; Welfare and Institutions Code section 14100.2; and California Code of Regulations, title 22, section 51009; and, the Business Associates Agreement attached and hereby incorporated by reference.

Q. Data Sharing.

- 1) The County shall comply with all provisions of the current Business Associates Agreement (BAA) incorporated by reference and made part of this Agreement as Addendum B.

- 2) The County shall comply with all of the requirements imposed by DHCS as required by the Social Security Administration (SSA) Agreement between DHCS and the Social Security Administration, which is incorporated by reference and made part of this Agreement as Addendum C.
    - i. Please note these documents are highly sensitive and confidential. Only the county Privacy and Security Officers or designee shall receive these documents, and disclosure shall be limited to the appropriate parties involved with Medi-Cal PII. These documents are not public and shall not be published on any website accessible by or otherwise made available to the public.
- R. Agreement Signature Certification. The person signing this Agreement on behalf of the County shall complete and sign the certification incorporated by reference and made part of this Agreement as Addendum D.

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The persons signing this Agreement on behalf of County and DHCS, as applicable, represent and warrant that he or she is an individual duly authorized and having authority to sign on behalf of, and approve for, County or DHCS, as applicable, and is authorized and designated to enter into and approve this Agreement on behalf of County or DHCS, as applicable.

***Sonoma County***

Signature: \_\_\_\_\_

Name: Sheryl Bratton

Title: County Administrator

Date: February 7, 2017

**CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES  
Contract Management Unit**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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



## County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number: 22D**  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors

**Board Agenda Date:** February 7, 2017

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

ASO Connie Newton – 565-8884

**Supervisorial District(s):**

**Title:** Jail Based Competency Treatment Program

### **Recommended Actions:**

Authorize the Chair to execute an Agreement with the Department of State Hospitals for a Sonoma County Jail Based Competency Treatment Program for the period of March 1, 2017 through February 28, 2018, with options to extend until February 28, 2020 for a first year reimbursement amount of \$1,527,343.

### **Executive Summary:**

Pursuant to CA Penal Code Section 1970, the California Department of State Hospitals is responsible for returning to competency individuals charged with a felony who have been found mentally incompetent to stand trial. Defendants who are incompetent to stand trial are committed to state hospitals for care and treatment in an effort to restore competency that allows the inmates to stand trial. As a result of high demand and limited hospital beds for treatment of defendants who are incompetent to stand trial, Department of State Hospitals has sought to add capacity through the Jail-based Competency Treatment Program as part of its continuum of care.

Over the past five years, Sonoma County has averaged 20 to 30 adult inmates who are incompetent to stand trial, each waiting for approximately three to six months for transfer to a state hospital. In an effort to best serve our incompetent to stand trial inmates and the judicial process, the Sheriff's Office has been working with Department of State Hospitals to participate in the Jail-based Competency Treatment Program as a contractor.

### **Discussion:**

Since 2010, Department of State Hospitals and the County of San Bernardino, working with Liberty Healthcare of California, Inc. have operated a Jail-based Competency Treatment Program in San Bernardino County's West Valley Detention Center. The Jail-based Competency Treatment Program delivers the same treatment and restoration of competency services to inmates as would be received in a state hospital and allows inmates to begin treatment immediately upon receipt of a court order. The Program has resulted in decreasing the amount of time an incompetent to stand trial individual remains

incarcerated. Due to a lack of available bed space in the state hospital system, Department of State Hospitals has put forth an effort to expand the Program to other counties.

The Sheriff has a significant need to reduce its incompetent to stand trial inmate population. Currently, incompetent to stand trial inmates wait months to be admitted to a State facility. During this waiting period, incompetent to stand trial inmates are left undertreated, creating custody challenges for both the inmate and Sheriff's staff. To best serve these inmates it is essential that they receive appropriate treatment as soon as possible. The Sheriff's Office has been working with Department of State Hospitals and Behavioral Health staff to design a Jail-based Competency Treatment Program that can occur on-site at the Sheriff's Main Adult Detention Facility. Staffing for the Jail-based Competency Treatment Program will be provided by the Sheriff's Behavioral Health provider.

The proposed Agreement with DSH allows for a one year revenue contract with the Department of State Hospitals for the reimbursement of treatment and custody costs needed to provide a 10 bed Jail-based Competency Treatment Program. The base Agreement amount totals \$1,527,343 for 12 months of care, confinement, and security of the patient/inmates. Of this amount, three months are anticipated to be needed in FY 16-17 and the remainder will be used in FY 17-18. The current year expenditures and revenue will be appropriated during mid-year consolidated budget adjustments in early March and the FY 17-18 revenue and expenditures will be included in the Sheriff's FY 17-18 Recommended Budget. There are no costs to the County associated with this Agreement. After the initial year, both parties will assess Sonoma's Jail-based Competency Treatment Program and Department of State Hospital's budget to determine if the contract should be extended for one to two additional years. The Sheriff is requesting the Chair be authorized to sign two, one-year options to extended, provided that there are no costs to the County under such extensions and the Program is successful.

**Prior Board Actions:**

None.

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

The Jail-based Competency Treatment Program provides essential, timely treatment services to inmates mentally incompetent to stand trial which benefits the inmate, the State, and the County by speeding up treatment and the judicial process.

<b>Fiscal Summary</b>			
<b>Expenditures</b>	<b>FY 16-17 Adopted</b>	<b>FY 17-18 Projected</b>	<b>FY 18-19 Projected</b>
Budgeted Expenses		1,145,507	
Additional Appropriation Requested	381,836		
<b>Total Expenditures</b>	381,836	1,145,507	
<b>Funding Sources</b>			
General Fund/WA GF			
State/Federal	381,836	1,145,507	
Fees/Other			
Use of Fund Balance			
Contingencies			
<b>Total Sources</b>	381,836	1,145,507	
<b>Narrative Explanation of Fiscal Impacts:</b>			
<p>All costs associated with this Agreement will be reimbursed by the State. The base Agreement amount totals \$1,527,343 for 12 months of care, confinement, and security of the patient/inmates. Of this amount, three months are anticipated to be needed in FY 16-17 and the remainder will be used in FY 17-18. The current year expenditures and revenue will be appropriated during mid-year consolidated budget adjustments in early March. There is no change in net General Fund cost.</p>			
<b>Staffing Impacts</b>			
<b>Position Title (Payroll Classification)</b>	<b>Monthly Salary Range (A – I Step)</b>	<b>Additions (Number)</b>	<b>Deletions (Number)</b>
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
<b>Attachments:</b>			
Agreement for Jail Based Competency Treatment Program with Department of State Hospitals			
<b>Related Items “On File” with the Clerk of the Board:</b>			

STATE OF CALIFORNIA  
**STANDARD AGREEMENT**  
 STD 213 (Rev 06/03)

AGREEMENT NUMBER 16-78002-000
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:
- STATE AGENCY'S NAME  
 Department of State Hospitals
- CONTRACTOR'S NAME  
 County of Sonoma
2. The term of this Agreement is: March 1, 2017, or on DGS approval whichever is later, through February 28, 2018
3. The maximum amount of this Agreement is: \$1,527,342.50  
 One Million Five Hundred Twenty Seven Thousand Three Hundred Forty Two Dollars and Fifty Cents
4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	5 pages
Exhibit A-1 – Program Elements	7 pages
Exhibit B – Budget Detail and Payment Provisions	3 pages
Exhibit C – General Terms and Conditions	4 pages
Exhibit D – Special Terms and Conditions	9 pages
Exhibit E – Confidentiality and Information Security Provisions	7 pages

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		California Department of General Services Use Only
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) County of Sonoma		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Shirlee Zane, Chair, County of Sonoma Board of Supervisors		
ADDRESS 575 Administration Drive, Room 100 A, Santa Rosa, CA 95403		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Joshua Meyers, Deputy County Counsel		
STATE OF CALIFORNIA		
AGENCY NAME Department of State Hospitals		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Dawn DiBartolo, Chief, Acquisitions and Business Services Office		
ADDRESS 1600 9th Street, Room 101, Sacramento, CA 95814		

Exempt per:

**EXHIBIT A**  
**SCOPE OF WORK**

**1. CONTRACTED PARTIES:**

A. The County of Sonoma, hereafter referred to as the Contractor, agrees to provide services (as defined in Section 6) to the Department of State Hospitals (DSH) pursuant to the terms and conditions of the Agreement.

**2. SERVICE LOCATION:**

A. The services shall be performed at the Contractor's Main Adult Detention Facility (MADF), located at 2777 Ventura Avenue, in Santa Rosa, California.

**3. SERVICE HOURS:**

A. The services shall be provided twenty-four (24) hours per day, seven (7) days per week, including all State holidays.

**4. PROJECT REPRESENTATIVES:**

A. The project representatives during the term of this Agreement will be:

*Contract Managers:*

Department of State Hospitals		County of Sonoma	
Section/Unit: Forensic Services Division / Jail Based Competency Treatment Program		Section/Unit: Sonoma County Sheriff's Office / Main Adult Detention Facility	
Attention: Christina Edens		Attention: Connie Newton	
Address: 1600 9 <sup>th</sup> Street, Room 410 Sacramento, CA 95814		Address: 2777 Ventura Avenue Santa Rosa, CA 95403	
Phone: 916-654-5802	Fax: 916-651-1168	Phone: 707-565-8884	Fax: 707-565-1442
Email: Christina.Edens@dsh.ca.gov		Email: Connie.Newton@sonoma-county.org	

*Administrative Contacts (all administrative inquiries should be directed to):*

Department of State Hospitals		County of Sonoma	
Section/Unit: Forensic Services Division / Jail Based Competency Treatment Program		Section/Unit: Sonoma County Sheriff's Office / Main Adult Detention Facility	
Attention: David Jones		Attention: Connie Newton	
Address: 1600 9 <sup>th</sup> Street, Room 410 Sacramento, CA 95814		Address: 2777 Ventura Avenue Santa Rosa, CA 95403	
Phone: 916-651-5657	Fax: 916-651-1168	Phone: 707-565-8884	Fax: 707-565-1442
Email: David.Jones@dsh.ca.gov		Email: Connie.Newton@sonoma-county.org	

Either party may make changes to the contact names or information above by giving written notice to the other party. Said changes shall not require an amendment to this Agreement.

Oral/verbal comments or agreements are not binding unless confirmed in writing as an official agreement or amendment.

**5. SUMMARY OF WORK TO BE PERFORMED:**

- A. Contractor shall provide access to portions of its MADF (hereinafter referred to as "Jail") for the purposes of administering a Jail Based Competency Treatment (JBCT) Program for the provision of restoration of competency treatment services for individuals hereinafter referred to as "Patient Inmates" found by the courts to be Incompetent to Stand Trial (IST) under Penal Code section 1370. Contractor shall provide restoration of competency treatment services to IST Patient Inmates participating in the JBCT Program.

**6. CONTRACTOR RESPONSIBILITIES:**

- A. Contractor shall designate an area within the Jail dedicated to the administration of a JBCT Program and provide restoration of competency treatment services, either directly or through contract that may restore competency for incarcerated IST Patient Inmates. The Contractor shall provide five (5) single cells with beds in the JBCT-designated area and will be paid in full for the minimum five (5) cells with beds at the per diem rate. The DSH shall compensate Contractor for up to an additional five (5) Patient Inmates at the per diem rate for the actual number of days that each individual Patient Inmate is in the JBCT Program.
- B. In providing restoration of competency treatment services, Contractor shall adhere to the JBCT Program outlines contained in the Exhibit A-1, Program Elements.
- C. Contractor shall ensure that a preliminary evaluation of each potential Patient Inmate is conducted through, at a minimum, a review of the medical and mental health records of each prospective Patient Inmate, prior to admission into the JBCT Program. Contractor shall provide the Sonoma Conditional Release Program (CONREP) with a written report as to placement within the JBCT within ten (10) judicial days of the court's order for placement evaluation.
- D. Implementation of the Contractor's JBCT Program shall be limited to treating Sonoma County Patient Inmates. Contractor agrees that the DSH shall compensate Contractor for the designated area, personnel, and services provided for the care of Patient Inmates receiving treatment services in the JBCT Program, regardless of the number of Patient Inmates admitted, for the contracted five (5) minimum program beds. However, Contractor shall make every reasonable effort to ensure that the five (5) beds provided for treatment services under this Agreement are occupied by Patient Inmates at all times. By mutual agreement, in writing, and at the request of the DSH, Contractor may admit Patient Inmates into the JBCT Program above the five (5) beds to the ten (10) bed program maximum.
- E. Contractor shall ensure that priority for admissions to the JBCT Program shall be coordinated through the court and given to those IST individuals most likely to be restored to competency within the JBCT milieu treatment setting. In the event that bed space is limited and two (2) IST individuals are equally likely to be restored to competency within the JBCT milieu treatment setting, Contractor shall admit the individual with the earlier commitment date.
  - i. Upon admission into the JBCT Program, Contractor shall ensure that a more thorough assessment is conducted as indicated in Exhibit A-1, Program Elements.
- F. Patient Inmates housed at the Jail shall remain under the legal and physical custody of the Contractor.

- G. Contractor retains the right to exclude specific inmates from the JBCT-designated area for security and classification reasons at the time of assignment or at any point during their incarceration at the Jail.
- H. Contractor agrees to consult with the DSH Contract Manager when possible regarding the removal of a Patient Inmate from the JBCT Program. Should Contractor determine, based on clinical considerations, patient history, or other factors, that that a current or potential Patient Inmate is, or likely shall, negatively impact others participating in the JBCT Program, Contractor shall inform the DSH Contract Manager immediately in writing, and by phone. Contractor agrees that the decision to remove such a Patient Inmate from the JBCT Program is at the sole discretion of the DSH, and the DSH shall not unreasonably withhold such permission. If a Patient Inmate is removed from the JBCT Program, the DSH shall arrange to have such Patient Inmate admitted to a state hospital. The order of admission to a state hospital shall be made pursuant to California Code of Regulations, Title 9, sections 4700, et seq.
- I. Notwithstanding sections G and H, Contractor shall make every reasonable effort to ensure that the contracted five (5) minimum program beds provided for treatment services under this Agreement are occupied by Patient Inmates at all times. This includes, but is not limited to, admitting Patient Inmates of increasing levels of acuity and according to the terms set forth in section 6.D.
- J. Contractor shall provide for the care, confinement and security of the Patient Inmates in accordance with all federal and state laws, standards, regulations, policies, procedures and court orders applicable to the Jail, including the Prison Rape Elimination Act.
- K. Contractor's custody staff assigned to the JBCT Program shall receive Enhanced Mentally Ill Offender or Crisis Intervention Training (CIT) provided by the Contractor, and shall participate in the JBCT Program treatment team meetings.
- L. Responsibilities for Medical Care:
- i. Contractor shall provide all Patient Inmates with the full range of Routine Medical Care available to other inmates of the Jail, and is financially responsible for such care. Contractor agrees that the cost of all Routine Medical Care is included in the Per Diem Rate charged to the DSH.
  - ii. For the purposes of this Agreement, Routine Medical Care, shall be defined as all medical, dental, and mental health care, as well as the cost of medical supplies, any prescription medications which are provided to Patient Inmates, and restoration of competency treatment services which are provided by the Jail to Patient Inmates, including prescribed psychotropic medications.
  - iii. For the purposes of this Agreement, Non-Routine Medical Care shall be defined as major medical operations or surgeries (such as heart transplants), continuation of any experimental medication, services that cannot be provided onsite at the Jail, and emergency medical care.
  - iv. Contractor is solely responsible for ensuring Patient Inmates receive all necessary Non-Routine Medical Care. If a Patient Inmate requires Non-Routine Medical Care, Contractor shall notify the DSH Contract Manager immediately in writing and by phone, or as soon as possible. DSH reserves the right to either admit the Patient Inmate to a State Hospital for

treatment or to require Contractor to ensure that the Patient Inmate is provided care at a facility designated by the Contractor.

- v. In the event of an emergency, Contractor shall proceed immediately with necessary medical treatment. The Contractor shall notify DSH immediately regarding the nature of the illness or injury as well as the types of treatment provided. DSH shall pay for services directly or reimburse Contractor for all medical expenses incurred.
- vi. For all Routine and Non-Routine Medical Care, Contractor shall be responsible for security and transportation, including emergency transportation. Contractor agrees that all such costs are included in the Per Diem Rate charged to the DSH.
- vii. Patient Inmates who are eligible for continuing competency services and require involuntary administration of medication for a period of more than six months shall be admitted to a state hospital pursuant to California Code of Regulations, Title 9, sections 4700, et seq.

M. Upon Restoration of Competency

- i. Contractor shall communicate and coordinate with the committing county's behavioral health program by providing records for the continued mental health care, crisis intervention, ongoing counseling and care, and psychotropic medication compliance for the Patient Inmates restored to competency and transferred from the JBCT Program.

N. Contractor and its subcontractors shall procure and keep in full force and effect during the term of this Agreement all permits, registrations and licenses necessary to accomplish the work specified in this Agreement, and shall give all notices necessary and incident to the lawful prosecution of the work. Contractor shall provide proof of any such license(s) permits(s), and certificate(s) upon request by the DSH. Contractor agrees that failure by itself or its subcontractors to provide evidence of licensing, permits, or certifications shall constitute a material breach for which the DSH may terminate this Agreement with cause.

O. Contractor shall provide services as outlined in this Agreement. Contractor shall be responsible to fulfill the requirements of the Agreement and shall incur expenses at its own risk and invest sufficient amount of time and capital to fulfill the obligations as contained herein.

P. Contractor and its subcontractors shall keep informed of, observe, comply with, and cause all of its agents and employees to observe and to comply with all prevailing Federal, State, and local laws, and rules and regulations made pursuant to said Federal, State, and local laws, which in any way affect the conduct of the work of this Agreement. If any conflict arises between provisions of the plans and specifications and any such law above referred to, then the Contractor shall immediately notify the DSH in writing.

Q. DSH may terminate the Agreement pursuant to section 7 of Exhibit C if the Contractor or its subcontractors fails to comply with a federal, state or local law and the noncompliance, based on the facts and circumstances would constitute a material breach of this Agreement under California law.

**7. DSH RESPONSIBILITIES:**

**A. Rights of the DSH to Perform Quality Assurance and Financial Audits/Reviews**

- i. The DSH may routinely evaluate the work performance of the Contractor, Contractor's personnel, subcontractors, or other parties associated with the Contractor to determine if the DSH standards and departmental policies and procedures are being maintained. If it is found that any party fails to perform or is physically or mentally incapable of providing services as required by the Agreement, then that party shall not perform services for the DSH.
- ii. The DSH may monitor and evaluate services provided in fulfillment of the requirements of this Agreement, as detailed in Exhibit A. Such monitoring and evaluation may occur on a regular cycle or as deemed necessary by the DSH Contracts Manager. The DSH retains sole and absolute discretion in determining any such evaluation schedule.
- iii. Inspections may be conducted by the DSH staff at various times during the Agreement term to check on the quality of work. Payment shall not be provided for services deemed unacceptable by the DSH Contract Manager and/or their designee.
- iv. The DSH may audit and examine Contractor's records and accounts which pertain, directly or indirectly, to services performed under this Agreement. The DSH may hire third parties to perform the audit and examination, including but not limited to, accountants, consultants, or service providers in the applicable field. Contractor shall cooperate fully with the audits and examinations. The DSH and any persons or third parties working at DSH's direction shall comply with the terms of Exhibit E, Confidentiality and Information Security Provisions. The DSH nor any persons performing audits and examinations under this Agreement on its behalf may not disclose, disseminate, copy or publish any private information obtained during the course of performing this Agreement, without consent of Contractor, unless such disclosure is required by law.
- v. If as a result of an audit and examination, the DSH is informed of underpayments or overpayments, the DSH shall notify Contractor of the need for payment or reimbursement. Upon receipt of a final audit report, Contractor has thirty (30) days to reimburse any overpayment or to dispute or challenge the report. Contractor and the DSH shall confer and negotiate in good faith with respect to any disputed portion of the final audit report to reach agreement with respect to adjustments, payments, and reimbursements.
- vi. The DSH shall submit its findings to Contractor and establish a deadline for correcting any deficiencies in fulfilling the obligations set forth in this section. Failure by the Contractor to timely correct deficiencies shall be reason for termination of services under this Agreement.

**8. AMENDMENTS:**

- A. The parties reserve the right to amend this Agreement by extending its term for two (2) additional terms of up to one (1) year each, and to add funding sufficient for these periods at the same rates. This right to amend is in addition to the right to amend for other reasons contained in this Agreement or noted in the solicitation that resulted in this agreement, if applicable. Any amendment shall be in writing and signed by both parties, and be approved by the Department of General Services if such approval is required.

**EXHIBIT A-1**  
**PROGRAM ELEMENTS**

**1. PROGRAM ELEMENTS**

- A. Contractor shall coordinate with the committing court to ensure the following documents are provided by the court for all Patient Inmates upon admission:
- i. The commitment order, including a specification of the charges;
  - ii. A computation or statement setting forth the maximum term of commitment;
  - iii. A computation or statement setting forth the amount of credit for time served, if any, to be deducted from the maximum term of commitment;
  - iv. State summary criminal history information;
  - v. Any arrest reports prepared by the police department or other law enforcement agency;
  - vi. Any court ordered psychiatric examination or evaluation reports;
  - vii. The community program director's placement recommendation report; and
  - viii. Records of any findings of prior mental incompetence.
- B. Psychological Assessment Protocol
- i. Contractor shall administer a battery of individualized psychological assessments and testing upon admission. Standardized psychological tests shall be utilized to complete a preliminary assessment of the Patient Inmate's current functioning, likelihood of malingering, and current competency to stand trial. Impediments to trial competency will be ascertained through the use of the following preliminary assessment instruments:
    - 1) Clinical Interview. The psychologist shall obtain information pertaining to the Patient Inmate's psychosocial, psychiatric, legal history and barriers to competency. *The Mental Status Exam (MSE)* shall also be included in the interview;
    - 2) Assessment of Malingering. *Miller Forensic Assessment of Symptoms (M-FAST)*;
    - 3) Assessment of Trial Competence. *Georgia Court Competency Test (GCCT)*, and the *Evaluation of Competency to Stand Trial-Revised (ECST-R)* and/or the *Competency Assessment Instrument-H*; and
    - 4) Severity of Psychiatric Symptoms. *Brief Psychiatric Rating Scale (BPRS)*.

- ii. Contractor shall complete additional malingering-specific tests, integrating additional observable data reported by various disciplines on a 24/7 basis if preliminary assessment suggests presence of malingering. If the screening instruments conducted during the preliminary assessment raise suspicion that the primary barrier to trial competency is malingering, the following may also be utilized:
  - 1) *Structured Interview of Reported Symptoms- Second Edition (SIRS2)* malingering;
  - 2) *Test of Memory Malingering (TOMM)* malingering;
  - 3) *Georgia Atypical Presentation (GAP)* malingering;
  - 4) *Structured Inventory of Malingered Symptoms (SIMS)*; and
  - 5) *Inventory of Legal Knowledge (ILK)*.
- iii. Contractor may administer further cognitive functioning tests based on the specific cognitive deficit identified during the preliminary assessment. If the screening instruments conducted during the preliminary assessment raise suspicion that the primary barrier to trial competency is cognitive deficits, the following may also be utilized:
  - 1) *Repeatable Battery for the Assessment of Neuropsychological Status (RBANS)* cognitive deficits;
  - 2) *Wide Range Achievement Test 4 (WRAT4)* cognitive deficits/functioning.
  - 3) Mac Arthur Competency Assessment Tool-Criminal Adjudication (MacCAT-CA); and
  - 4) CAST-MR Competency Assessment for Standing Trail for Defendants with Mental Retardation.
- iv. Contractor may administer additional instruments assessing personality and neuropsychiatric symptoms to complete further assessment of psychological functioning.
  - 1) *Personality Assessment Inventory (PAI)* psychological functioning.
- v. Contractor shall conduct follow up assessments of the Patient Inmate's current competency to stand trial at thirty (30) day intervals or more frequently as needed using any of the following:
  - 1) *Georgia Court Competency Test (GCCT)*;
  - 2) *Evaluation of Competency to Stand Trial-Revised (ECST-R)*;
  - 3) *Revised Competency to Stand Trial Assessment Instrument (R-CAI)*; and
  - 4) *Competency Assessment Test (CAT)*.

- vi. The assessment shall ascertain if competence is likely and medical issues would not pose a barrier to treatment. If bio-psychosocial issues contraindicate fast-track jail treatment, Contractor shall refer the Patient Inmate to the State Hospital for treatment.
  - 1) At the sole and absolute discretion of the DSH Contract Manager, and if requested in writing, Contractor shall admit and/or retain Patient Inmates into the JBCT Program which may contraindicate fast-track jail treatment.

C. Individualized Treatment Program

- i. Contractor shall identify specific deficits that result in incompetence to stand trial upon admission. Each deficit will be listed on the individualized treatment plan, and will be targeted in the Patient Inmate's treatment. Contractor shall use current standardized competency assessment tools, such as the MacArthur Competency Assessment Tool, after considering the totality of clinical and forensic circumstances.
- ii. Contractor shall provide an individualized restoration program according to the treatment approach subscribed to by the individual treatment teams and indicated by the Patient Inmate's psychiatric condition, level of functioning, and legal context.
- iii. Contractor shall tailor individualized treatment regimens to the Patient Inmate's specific barrier(s) to trial competency. Deficits identified in the competency assessment upon admission to the JBCT Program shall be listed in the individual treatment plan and addressed by specific treatment interventions.
- iv. Contractor shall conduct case conferences weekly or as needed to re-assess Patient Inmates' progress toward restoration of competence to allow the treatment teams to measure whether their treatment interventions are working, and whether additional treatment elements need to be incorporated into Patient Inmate's treatment plans.

D. Multi-modal, Experiential Competency Restoration Educational Experience and Components

- i. Contractor shall provide educational materials presented in multiple learning formats by multiple staff to each Patient Inmate, e.g., a simple lecture format may be replaced with learning experiences involving discussion, reading, video, and experiential methods of instruction, such as role-playing or mock trial.
- ii. Contractor shall address the following elements in the education modalities of the competency restoration program:
  - 1) Criminal charges;
  - 2) Severity of charges, namely Felony vs. Misdemeanor;
  - 3) Sentencing;
  - 4) Pleas including, Guilty, Not Guilty, Nolo Contender and Not Guilty By Reason of Insanity;
  - 5) Plea bargaining;
  - 6) Roles of the courtroom personnel;

- 7) Adversarial nature of trial process;
  - 8) Evaluating evidence;
  - 9) Court room behavior;
  - 10) Assisting counsel in conducting a defense;
  - 11) Probation and Parole; and
  - 12) Individualized instruction as needed.
- iii. Contractor shall provide additional learning experience through increased lecture time, as well as individual instruction to Patient Inmates who are incompetent due to specific knowledge deficits caused by low intelligence but who may be restored to competence with additional exposure to the educational material.

E. Medication Administration and Consent

- i. Contractor shall obtain proper authorization (e.g., informed consent for treatment, medication issues) from the Patient Inmate as soon as possible, in accordance with professional standards of care and court practices.
- ii. Contractor shall provide strategies to promote and incentivize voluntary psychotropic medication compliance. If an involuntary psychotropic medication order is in place, contractor shall deliver involuntary medication as appropriate.
- iii. If involuntary psychotropic medication is not ordered by the court at time of commitment of a Patient Inmate to the JBCT Program and the treating psychiatrist determines that psychotropic medication has become medically necessary and appropriate, Contractor shall request that the court make an order for the administration of involuntary psychotropic medication.

F. Data Deliverables

- i. Contractor shall submit to the DSH a written report monthly and quarterly to include:
  - 1) Total number assessed, admitted, referred to the DSH State Hospital and reason for referral to the State Hospital;
  - 2) Number of admissions by name, admission date and committing county;
  - 3) Within the JBCT Program's total, number and the percentage of individuals successfully restored to competency out of the total number assessed;
  - 4) Number of formal forensic evaluation reports for the courts and the average number of days to complete the court-ordered reports;
  - 5) The average length of time between admission and determination that a Patient Inmate was successfully restored;

- 6) Number of days between the filing of the restoration of competency certificate to the committing court and the court date;
  - 7) Demographics of individuals served;
  - 8) Individuals referred, by name, referral date and committing county;
  - 9) Psychological assessments administered and utilized;
  - 10) Primary diagnosis;
  - 11) Use of interpretive services;
  - 12) Scheduled discharge date with projected length of stay;
  - 13) Number of discharges;
  - 14) Number of individuals diagnosed as malingering; and
  - 15) The number of days by patient and county of commitment that exceed the 10-day limit prescribed by Penal Code section 1372(a)(3)(C).
- ii. Contractor shall submit a summary performance report within thirty (30) days of the end of the contract term, to include but not be limited to, the information stated above and:
- 1) The total number of individuals restored to competency;
  - 2) The average number of days between program admission and discharge;
  - 3) The total cost of the program by budget category: personnel, operating expenses, administrative expense, custody and housing, and other direct operating costs as well as overall cost per Patient Inmate treated and the costs for those found to be malingering;
  - 4) The cost per cycle of treatment;
  - 5) A description of all implementation challenges; and
  - 6) Special incident reports and notification to the DSH of emergencies.

#### G. Reporting Requirements

- i. Contractor shall submit a written recommendation to the court that made the commitment and the DSH Contract Manager, as to whether the Patient Inmate should be required to be committed to a state hospital or to any other treatment facility within fifteen (15) judicial days of the court order.
- ii. Contractor shall submit a written report to the court, the community program director of the county or region of commitment, and the DSH Contract Manager, concerning the Patient Inmate's progress toward recovery of mental competence within ninety (90) days of a commitment. The report shall include a description of any antipsychotic medication administered to the Patient Inmate and its effects and side effects, including effects on the Patient Inmate's

appearance or behavior that would affect the Patient Inmate's ability to understand the nature of the criminal proceedings or to assist counsel in the conduct of a defense in a reasonable manner.

- iii. Contractor's treating psychiatrist shall make efforts to obtain informed consent from the Patient Inmate for antipsychotic medication in instances where the Patient Inmate withdraws his or her consent to antipsychotic medication or if involuntary antipsychotic medication was not ordered and the treating psychiatrist determines that antipsychotic medication has become medically necessary and appropriate. Contractor shall notify the court if the treating psychiatrist is unable to obtain informed consent and is of the opinion the Patient Inmate lacks capacity to make decisions regarding antipsychotic medication or if the Patient Inmate is a danger to others. Contractor shall include an assessment of the current mental status of the Patient Inmate and the opinion of the treating psychiatrist that involuntary antipsychotic medication has become medically necessary and appropriate.
- iv. Contractor shall verbally report any escape within twenty four (24) hours to the court that made the commitment, the prosecutor in the case, the Department of Justice, and the DSH Contract Manager, with a written report to follow within five (5) business days.
- v. Contractor shall file a certificate of restoration with the court that made the commitment when the Program Director or their designee determines that the Patient Inmate has regained mental competence.

## 2. TREATMENT PROTOCOL

- A. Jail Based Competency Treatment is an intensive, milieu-based treatment program that quickly facilitates competency through a combination of group and individual therapy.
- B. Group therapy is central to the restoration process, and Contractor shall provide treatment daily to Patient Inmates. Group content should include one of the four group treatment domains: *competency education, understanding and management of mental illness, physical exercise, and mental/social stimulation*. Many group topics can be assimilated into the groupings, e.g., mock trial, music-based competency treatment, etc.
- C. Contractor shall provide individual therapy per day to each Patient Inmate. Individual sessions should be used to discuss key legal elements of the individual's case that may be too sensitive for group discussion. Specific competency issues can best be addressed individually, e.g., a Patient Inmate understands court proceedings but struggles to apply the knowledge to their individual case.
- D. Contractor's psychiatrist shall see each Patient Inmates weekly. A psychiatric assessment is a component of the admission process, and more frequent appointments shall be available as needed.
- E. Together on a weekly basis, the multi-disciplinary treatment team shall review: 1) progress of all Patient Inmates admitted within thirty (30) days, 2) at subsequent fourteen (14) day intervals thereafter, and 3) when a Patient Inmate is under consideration for discharge. The multi-disciplinary treatment team shall be responsible for providing the committing court progress reports pursuant to Penal Code section 1370 subdivision (b)(1).

**3. SAMPLE JBCT PROGRAM GROUP THERAPY SCHEDULE**

	<i>Monday</i>	<i>Tuesday</i>	<i>Wednesday</i>	<i>Thursday</i>	<i>Friday</i>
<b>0800-0850</b>	<b>Staff Member 1:</b> Therapeutic Movement	<b>Staff Member 2:</b> Wake-up Activity	<b>Staff Member 2:</b> Wake-up Activity	<b>Staff Member 2:</b> Wake-up Activity	<b>Staff Member 3:</b> JBCT Incentive Store
<b>0900-0950</b>	<b>Staff Member 3:</b> Wellness Education	<b>Staff Member 4:</b> My Life, My Choice	<b>Staff Member 2:</b> Arts & Crafts	<b>Staff Member 4:</b> What Would You Do?	<b>Deputy:</b> Activity of Daily Living Groups
<b>1000-1050</b>	<b>Staff Member 5:</b> Current Events <b>Staff Member 6:</b> Competency Education	<b>Staff Member 3:</b> Wellness Education <b>Staff Member 2:</b> Life Skills	<b>Staff Member 2:</b> Life Skills <b>Staff Member 3:</b> Wellness Education	<b>Staff Member 3:</b> Wellness Education <b>Staff Member 2:</b> Table Games	
<b>1100-1150</b>	<b>Lunch</b>	<b>Lunch</b>	<b>Treatment Team Meeting:</b> Grand Rounds	<b>Lunch</b>	<b>Lunch</b>
<b>1200-1250</b>	<b>Individual Contacts</b>	<b>Staff Member 2:</b> Brain Fitness	<b>Lunch</b>	<b>Staff Member 2:</b> Brain Fitness	<b>Individual Contacts</b>
<b>1300-1350</b>	<b>Staff Member 6:</b> Competency Education <b>Staff Member 2:</b> Table Games	<b>Staff Member 4:</b> Court Activity		<b>Staff Member 4:</b> Competency Education	<b>Staff Member 4:</b> My Life, My Choice
<b>1400-1450</b>	<b>Staff Member 5:</b> Trivia Challenge	<b>Individual Contacts</b>	<b>Staff Member 7:</b> Working with Your Attorney	<b>Individual Contacts</b>	<b>JBCT Cinema</b>
<b>1500-1530</b>	<b>Individual Contacts</b>	<b>Chaplain:</b> Bible Study	<b>Individual Contacts</b>	<b>Individual Contacts</b>	

**EXHIBIT B**  
**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. INVOICING AND PAYMENT**

- A. Invoices shall be submitted not more frequently than monthly in arrears.
- B. For services satisfactorily rendered, and upon receipt and approval of invoices submitted as described herein, the DSH agrees to compensate the Contractor in accordance with the rates specified in section 5, Budget Detail.
- C. The DSH is not responsible for services performed by the Contractor outside of this agreement, or for services performed other than as outlined in Exhibit A, Scope of Work.
- D. The DSH makes no guarantee, either written or implied, as to the actual amount of funds that will be expended under this Agreement.

**2. INSTRUCTIONS TO THE CONTRACTOR:**

- A. To expedite the processing of invoices submitted to the DSH for payment, all invoice(s) shall be submitted to the DSH for review and approval at the following address:

Department of State Hospitals  
Attention: Accounting Office  
1600 Ninth Street, Room 141  
Sacramento, CA 95814

- B. Contractor shall submit one original and three copies of each invoice.
- C. Contractor shall type, not handwrite, each invoice on company letterhead. The DSH may provide an invoice template, if requested, which may be used in lieu of company letterhead.
- D. Contractor shall list and itemize in accordance with the Budget Detail, all services or deliverables provided on each invoice.
- E. Contractor shall include the following on each submitted invoice:
  - i. Date(s) during which the services or deliverables were provided and the date in which the invoice was generated.
  - ii. Agreement number, which can be found on the Standard Agreement Form (Std. 213).
  - iii. Small Business certification number, if applicable.
  - iv. Professional license number, if applicable.
  - v. Invoice total.

**3. BUDGET CONTINGENCY CLAUSE:**

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall no longer be in full force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any Fiscal Year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to Contractor to reflect the reduced amount.
- C. If this Agreement overlaps Federal and State fiscal years, should funds not be appropriated by Congress or approved by the Legislature for the Fiscal Year(s) following that during which this Agreement was executed, the State may exercise its option to cancel this Agreement.
- D. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by Congress or the Legislature which may affect the provisions or terms of funding of this Agreement in any manner.

**4. PROMPT PAYMENT CLAUSE:**

- A. Payment will be made in accordance with, and within the time specified in, Government Code section 927, et seq.

**5. BUDGET DETAIL:**

- A. The Maximum amount of this Agreement shall not exceed \$1,527,342.50.
- B. DSH shall compensate the Contractor with a one-time payment for program implementation, then monthly thereafter for five (5) minimum program beds which includes housing and security at Contractor's MADF rate, and staffing including: a Behavioral Health Clinician, Senior Office Assistant, Forensic Psychiatrist, and a Health Program Manager. DSH shall compensate the Contractor for up to an additional five (5) "non-allocated" beds at the per diem rate for the actual number of days that each bed is filled.

- i. Detailed Budget Breakdown:

<b>One-Time Program Implementation</b>	
1.	Program Implementation Funds
a.	Initial setup of patient treatment and office space,
b.	Development of an operational clinical Policy and Procedure Manual,
c.	Human Resources activities,
d.	The initial recruitment and hiring of clinical and support staff in advance of new patient admissions, and
e.	Orientation and training time for new staff on clinical operations, policies, and procedures.
<b>One-Time Payment - not to exceed \$129,719.50</b>	

<b>Allocated – Minimum 5 Beds</b>						
Daily Per Diem Rate		Total Beds		Days in Treatment		12 Month Treatment Total
\$418.45	X	5	X	334	=	\$698,811.50

<b>Non-Allocated – Up to 5 Additional Beds</b>						
Daily Per Diem Rate		Total Beds		Days in Treatment		12 Month Treatment Total
\$418.45	X	5	X	334	=	\$698,811.50

- C. At the sole discretion of the DSH and for the purposes of accounting, the DSH may adjust the total proposed expenditure for each fiscal year as needed. In no event will this change the Agreement price for the services actually rendered.
- D. The DSH does not expressly or by implication agree that the actual amount of work will correspond therewith and reserves the right to omit portions of the work as may be deemed necessary or advisable by the DSH. The estimates listed above are a good faith estimate and are not a guarantee of business and is subject to change depending on fluctuation in patient population. The amounts indicated above will be used solely for the purposes of encumbering funds. The DSH makes no guarantee, expressed or implied for actual amount of work to be performed. However, the rates contained in Exhibit B shall be binding for the term of this Agreement.
- E. Should the DSH determine, in its sole discretion, that the estimated amount of work is insufficient to meet the demands of patient care or otherwise meet the needs of the DSH, the parties may amend this Agreement by adding additional funds at the same rates. This right to amend is in addition to the right to amend for other reasons contained in this Agreement or noted in the solicitation that resulted in this agreement, if applicable. Any amendment shall be in writing and signed by both parties, and be approved by the Department of General Services if such approval is required.
- F. Contractor must submit all invoices within a reasonable time but, no later than twelve (12) months from the date that services were provided. If Contractor fails to provide invoices within twelve (12) months of the date services are rendered, the DSH may elect to reject the invoices for payment as untimely and Contractor will be deemed to have waived any right to payment of the late invoices.

**EXHIBIT C**  
**GENERAL TERMS AND CONDITIONS**

1. **APPROVAL**: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT**: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT**: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT**: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
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. This indemnity provision survives the Agreement.
6. **DISPUTES**: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE**: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
8. **INDEPENDENT CONTRACTOR**: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. **RECYCLING CERTIFICATION**: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors 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, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), 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. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

- 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
- 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

- c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
  - d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.
16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:
- a. The contractor 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 section 5200) of Part 5 of Division 9 of the Family Code; and
  - b. The contractor, 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.
17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.
19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:
- a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
  - b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

**EXHIBIT D**  
**SPECIAL TERMS AND CONDITIONS**

**1. SUBCONTRACTS:**

- A. Except for subcontracts identified in accordance with the solicitation, Contractor shall submit any subcontracts in connection with this Agreement to the DSH for its prior written approval. No work shall be subcontracted without the prior written approval of the DSH. Upon the termination of any subcontract, the DSH shall be notified immediately. Any subcontract shall include all the terms and conditions of this Agreement and its attachments.
- B. Nothing contained in this Agreement shall create any contractual relationship between the DSH and any subcontractors, and Contractor is solely responsible for payment of any and all fees, expenses, salaries and benefits of subcontractor. No subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor is fully responsible to the DSH for the acts and omissions of its subcontractors and of persons either directly or indirectly employed or acting as an agent by any of them. Contractor agrees to indemnify and hold the DSH harmless for any costs, losses or claims, including reasonable attorney fees, resulting from its subcontractors.

**2. PUBLICATIONS AND REPORTS:**

- A. The DSH reserves the right to use and reproduce all publications, reports, and data produced or delivered pursuant to this Agreement. The DSH further reserves the right to authorize others to use or reproduce such materials, provided the author of the report is acknowledged in any such use or reproduction. Contractor shall include the following in any subcontracts for JBCT services: Neither Contractor nor any persons performing services under this Agreement on Contractor's behalf may disclose, disseminate, copy or publish any private information obtained during the course of performing this Agreement, without prior consent of Contractor, unless such disclosure is required by law.
- B. If the publication and/or report are prepared by non-employees of the DSH, and the total cost for such preparation exceeds \$5,000, the publication and/or report shall contain the numbers and dollar amounts of all agreements and subcontracts relating to the preparation of the publication and report in a separate section of the report (Government Code section 7550).

**3. PROGRESS REPORTS:**

- A. If progress reports are required by the Agreement, Contractor shall provide a progress report in writing, or orally if approved by the DSH Contract Manager, at least once a month to the DSH Contract Manager. This progress report shall include, but not be limited to; a statement that the Contractor is or is not on schedule, any pertinent reports, and any interim findings if applicable. Contractor shall cooperate with and shall be available to meet with the DSH to discuss any difficulties, or special problems, so that solutions or remedies can be developed as soon as possible.

**4. PRESENTATION:**

- A. Upon request, Contractor shall meet with the DSH to present any findings, conclusions, and recommendations required by the Agreement for approval. If set forth in the Agreement,

Contractor shall submit a comprehensive final report for approval. Both the final meeting and the final report shall be completed on or before the date indicated in this Agreement.

**5. CONFIDENTIALITY OF DATA AND DOCUMENTS:**

- A. Contractor shall not disclose data or documents or disseminate the contents of the final or any preliminary report without written permission of the DSH Contract Manager. However, all public entities shall comply with California Public Records Act (Government Code sections 6250 et seq.).
- B. Permission to disclose information or documents on one occasion shall not authorize Contractor to further disclose such information or documents on any other occasion except as otherwise provided in the Agreement or required by law.
- C. Contractor shall not comment publicly to the press, or any other media, regarding the data or documents generated, collected, or produced in connection with this Agreement, or the DSH's actions on the same, except to the DSH's staff, Contractor's own personnel involved in the performance of this Agreement, or as required by law.
- D. If requested by the DSH, Contractor shall require each of its employees or officers who will be involved in the performance of this Agreement to agree to the above terms in a form to be approved by the DSH and shall supply the DSH with evidence thereof.
- E. Each subcontract shall contain the foregoing provisions related to the confidentiality of data and nondisclosure.
- F. After any data or documents submitted has become a part of the public records of the DSH, Contractor may at its own expense and upon written approval by the DSH Contract Manager, publish or utilize the same data or documents but shall include the following Notice:

LEGAL NOTICE

*This report was prepared as an account of work sponsored by the Department of State Hospitals (Department), but does not necessarily represent the views of the Department or any of its employees except to the extent, if any, that it has formally been approved by the Department. For information regarding any such action, communicate directly with the Department at P.O. Box 952050, Sacramento, California, 94252-2050. Neither said Department nor the State of California, nor any officer or employee thereof, or any of its contractors or subcontractors makes any warranty, express or implied, or assumes any legal liability whatsoever for the contents of this document. Nor does any party represent that use of the data contained herein, would not infringe upon privately owned rights without obtaining permission or authorization from any party who has any rights in connection with the data.*

**6. PROVISIONS RELATING TO DATA:**

- A. "Data" as used in this Agreement means recorded information, regardless of form or characteristics, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work; or be usable or be used to define a design or process; or support a premise or conclusion asserted in any deliverable document called for by this Agreement. The data may be graphic or pictorial delineations in media, such as drawings or photographs, charts, tables, mathematical modes, collections or extrapolations of data or

information, etc. It may be in machine form, as punched cards, magnetic tape, computer printouts, or may be retained in computer memory.

- B. "Generated data" is that data, which a Contractor has collected, collated, recorded, deduced, read out or postulated for utilization in the performance of this Agreement. Any electronic data processing program, model or software system developed or substantially modified by the Contractor in the performance of this Agreement at the expense of the DSH, together with complete documentation thereof, shall be treated in the same manner as generated data.
- C. "Deliverable data" is that data which under terms of this Agreement is required to be delivered to the DSH. Such data shall be property of the State of California and the DSH.
- D. Prior to the expiration of any legally required retention period and before destroying any data, Contractor shall notify the DSH of any such contemplated action; and the DSH may within 30 days of said notification determine whether or not this data shall be further preserved. The DSH shall pay the expense of further preserving this data. The DSH shall have unrestricted reasonable access to the data that is preserved in accordance with this Agreement.
- E. Contractor shall use best efforts to furnish competent witnesses to testify in any court of law regarding data used in or generated under the performance of this Agreement.
- F. All financial, statistical, personal, technical and other data and information relating to the DSH's operation, which are designated confidential by the State or the DSH and made available to carry out the Agreement, or which become available to Contractor in order to carry out this Agreement, shall be protected by Contractor from unauthorized use and disclosure.
- G. If the DSH determines that the data and information are inadequately protected by Contractor or its subcontractors, the DSH shall provide notice of its determination and Contractor and/or its subcontractors shall improve the protections to the DSH's satisfaction which shall be evidenced by written approval of the protections implemented.

**7. APPROVAL OF PRODUCT:**

- A. Each product to be approved under this Agreement shall be approved by the Contract Manager. The DSH's determination as to satisfactory work shall be final, absent fraud or mistake.

**8. SUBSTITUTIONS:**

- A. Contractor's key personnel as indicated in its proposal may not be substituted without the Contract Manager's prior written approval.

**9. NOTICE:**

- A. Notice to either party shall be given by first class mail, by Federal Express, United Parcel Service or similar carrier, properly addressed, postage fully prepaid, to the address beneath the name of each respective party. Alternatively, notice may be given by personal delivery by any means whatsoever to the party and such notice shall be deemed effective when delivered.

**10. WAIVER:**

- A. All remedies afforded in this Agreement are cumulative; that is, in addition to every other remedy provided therein or by law. The failure of the DSH to enforce any provision of this Agreement, shall not waive its right to enforce the provision or any other provision of the Agreement.

**11. GRATUITIES AND CONTINGENCY FEES:**

- A. Contractor shall not provide gratuities to any officer or employee of the DSH or the State to secure an agreement or favorable treatment with respect to an agreement, the occurrence of which shall constitute a material breach of this Agreement. The DSH, by written notice to the Contractor, may terminate this Agreement with cause if it is found that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the State or the DSH with a view toward securing an agreement or securing favorable treatment with respect to the awarding, amending, or performance of such agreement.
- B. In the event this Agreement is terminated as provided in the paragraph above, the DSH shall be entitled (a) to pursue the same remedies against Contractor as it could pursue in the event of the breach of the Agreement by the Contractor, and (b) as a predetermined amount of liquidated damages, Contractor shall pay an amount which shall not be less than three times the cost incurred by the Contractor in providing any such gratuities to any such officer or employee.
- C. The rights and remedies of the DSH provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
- D. The Contractor warrants by execution of this Agreement that no person or selling agency has been employed or retained to solicit or secure this Agreement for a commission, percentage, brokerage or contingent fee, excepting bona fide employees of Contractor, for the purpose of securing business. For breach or violation of this warranty, the DSH shall, among other rights, have the right to rescind this Agreement without liability, paying only for the values of the work actually returned, or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

**12. INTEGRATION CLAUSE:**

- A. The parties agree that this Agreement, including only the State standard form 213 and all exhibits, constitute the entire agreement of the parties and no other understanding or communication, whether written or oral, shall be construed to be a part of this Agreement.

**13. CAPTIONS:**

- A. The clause headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they pertain.

**14. PUBLIC HEARINGS:**

- A. If public hearings on the subject matter dealt with in this Agreement are held within one year from the Agreement expiration date, Contractor shall make available to testify the personnel assigned to this Agreement at the hourly rates specified in the Contractor's proposed budget. The DSH

shall reimburse Contractor for travel of said personnel at the Agreement, or if none, at State rates for such testimony as may be requested by the DSH.

**15. FORCE MAJEURE:**

- A. Neither the DSH nor the Contractor shall be deemed to be in default in the performance of the terms of this Agreement if either party is prevented from performing the terms of this Agreement by causes beyond its control, which shall include without being limited to: acts of God; interference, rulings or decision by municipal, Federal, State or other governmental agencies, boards or commissions; any laws and/or regulations of such municipal, State, Federal, or other governmental bodies; or any catastrophe resulting from flood, fire, explosion, earthquakes or other similar environmental causes beyond the control of the defaulting party. If any of the stated contingencies occur, the party delayed by force majeure shall immediately give the other party written notice of the cause of delay. The party delayed by force majeure shall use reasonable diligence to correct the cause of the delay, if correctable.

**16. LITIGATION:**

- A. The DSH, promptly after receiving notice thereof, shall notify the Contractor in writing of the commencement of any claim, suit, or action against the DSH or its officers or employees for which the Contractor must provide indemnification under this Agreement. The failure of the DSH to give such notice, information, authorization or assistance shall not relieve the Contractor of its indemnification obligations. The Contractor shall immediately notify the DSH of any claim or action against it which affects, or may affect, this Agreement, the terms or conditions hereunder, DSH, and shall take such action with respect to said claim or action which is consistent with the terms of this Agreement and the interest of the DSH.
- B. Contractor shall be in default of this Agreement (i) upon the institution by or against Contractor of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of Contractor's debts, (ii) upon Contractor making an assignment for the benefit of creditors, (iii) upon either party's dissolution or ceasing to do business or (iv) when the facts and circumstances indicate that Contractor is insolvent. For purposes of this Agreement, Contractor shall be deemed insolvent if: (i) Contractor has failed to pay salaries, overtime or benefits required by law of agreement, (ii) Contractor has failed to pay a subcontractor amounts owed pursuant to its agreements with a subcontractor, or (iii) Contractor has failed to pay a vendor amounts Contractor owes the vendor for more than 90 days the past due date for payment.

**17. DISPUTES:**

- A. Contractor shall first discuss and attempt to resolve any dispute arising under or relating to the performance of this Agreement.

**18. EVALUATION OF CONTRACTOR'S PERFORMANCE:**

- A. The DSH shall evaluate Contractor's performance under this Agreement using standardized evaluation forms which shall be made available to every state agency pursuant to Public Contracts Code section 1067.

**19. AUDITS, INSPECTION AND ENFORCEMENT:**

- A. Contractor agrees to allow the DSH to inspect its facilities and systems, and make available for review its books and records to enable the DSH to monitor compliance with the terms of this Agreement and audit invoices submitted to the DSH.
- B. Contractor shall promptly remedy any violation of any provision of this Agreement to the satisfaction of the DSH.
- C. The fact that the DSH inspects, or fails to inspect, or has the right to inspect Contractor's facilities, systems, books and records does not relieve Contractor of its responsibility to independently monitor its compliance with this Agreement.
- D. The DSH's failure to detect or the DSH's detection of any unsatisfactory practices, but failure to notify Contractor or require Contractor's remediation of the unsatisfactory practices does not constitute acceptance of such practice or a waiver of the DSH's enforcement rights under the Agreement.

**20. USE OF STATE FUNDS:**

- A. Contractor, including its officers and members, shall not use funds received from the DSH pursuant to this Agreement to support or pay for costs or expenses related to the following:
  - i. Campaigning or other partisan activities to advocate for either the election or defeat of any candidate for elective office, or for or against the passage of any proposition or ballot measure; or,
  - ii. Lobbying for either the passage or defeat of any legislation.
- B. This provision is not intended and shall not be construed to limit any expression of a view, opinion, or position of any member of Contractor as an individual or private citizens, as long as state funds are not used; nor does this provision limit Contractor from merely reporting the results of a poll or survey of its membership.

**21. CANCELLATION PROVISIONS:**

- A. Unless otherwise specified, this Agreement may be canceled at any time by either party, in writing, with ninety (90) days advance notice. If canceled, payment shall be made only for the provision of services expressly authorized by this Agreement until the date of cancellation and only at the rates set forth in Exhibit B, Budget Detail. In the case of early termination, a final payment will be made to Contractor upon receipt of an invoice covering all authorized costs, at the rates set forth in Exhibit B, incurred prior to the date of cancellation or termination. The DSH shall not be responsible for unamortized costs, overhead or capital costs or any other related costs, including but, not limited to costs incurred in connection with the cancellation of leases or contracts pertaining to facilities, equipment or supplies, labor and employee benefits costs, and expenditures incurred after the date of notice of cancellation.
- B. If the DSH determines that the Contractor has breached a material term of the Agreement and has not cured the breach or ended the violation within the time specified by the DSH, the DSH may terminate the contract by providing notice to the Contractor as specified in Exhibit C.7. The

DSH Information Security Officer shall report as required HIPAA violations to the Secretary of the U.S. Department of Health and Human Services.

- C. Failure to comply with section 1 or 6 of this Exhibit, or a violation of section 12 of this Exhibit, shall be deemed a material breach of this Agreement.

**22. EMPLOYMENT PROVISIONS:**

- A. Contractor acknowledges and agrees that neither Contractor, their personnel, subcontractors, nor other service providers through this Agreement are employees of the DSH. Contractor and its independent contractors shall be solely responsible for:
- i. Paying any and all payroll taxes, including, but not limited to Social Security and Medicare taxes,
  - ii. Federal or state income tax withholding,
  - iii. Providing unemployment insurance and workers compensation insurance, and
  - iv. Paying compensation to its employees in accordance with federal and state labor laws, including overtime pay unless otherwise specified in this Agreement, as well as penalties that may be imposed for failure to comply with these laws. Contractor agrees to indemnify and hold harmless the DSH for any damages, losses, expenses, including reasonable attorney fees, in connection with its failure to pay salary or overtime, or provide benefits, including, but not limited to health care benefits or retirement benefits, to its employees, or its failure to provide to comply with federal or state labor laws.

**23. LIABILITY FOR LOSS AND DAMAGES:**

- A. Any damages by Contractor, their personnel, subcontractors, and other service providers through this Agreement to DSH's facility, including equipment, furniture, materials, or other State or DSH property, shall be repaired or replaced by Contractor to the satisfaction of the DSH at Contractor's expense. The DSH, at its option, may repair any such damage and deduct the cost thereof from any sum due Contractor under this Agreement.

**24. SECURITY CLEARANCE/FINGERPRINTING/TUBERCULIN SKIN TESTING:**

- A. The DSH reserves the right to conduct fingerprinting, drug testing, and/or security clearance through the Department of Justice, Bureau of Criminal Identification and Information (BCII), prior to award and at any time during the term of the Agreement, in order to permit Contractor, their personnel, subcontractors, and other service providers through this Agreement access to State premises. The DSH further reserves the right to terminate this Agreement should a threat to security be determined.
- B. At the sole discretion of the DSH, and in accordance with each facility's Infection Control Policy, the Contractor, their personnel, subcontractors, and anyone else affiliated with this Agreement providing services may be required to provide the DSH with Tuberculin (TB) test results. These test results shall indicate completion of the two-step TB testing process using the Mantoux method. The first step is a tuberculin skin test (TST) completed within the last 12 months prior to the date the tested person is to provide services to a DSH facility. The second step is a TST

which must be completed within the 30 days prior to the date the tested person is to provide services to a DSH facility, unless otherwise specified.

- C. If both of the documented results of the TST provided  $\leq 0-9$ /mm of induration, then the tested person may be cleared to provide services. However, if the documented result of the TST is  $\geq 10$ /mm of induration, then they shall be subject to additional testing and/or clearances before he or she is allowed to work at a DSH facility.
- D. The DSH reserves the right, in its sole and absolute discretion, to take measures to minimize the transmission of influenza. Contractor, their personnel, subcontractors, and other service providers through this Agreement may be required to either a) show written proof that they have received an influenza vaccine, or b) complete an Influenza Declination Form, which will be provided upon request. In addition, all non-vaccinated providers may be required to wear a mask. In its sole and absolute discretion, DSH may elect to provide free influenza vaccines to Contractor, their personnel, subcontractors, and other service providers through this Agreement.

**25. PHYSICIAN OWNERSHIP AND REFERRAL ACT OF 1993:**

- A. For applicable medical services contracts, and in accordance with the Physician Ownership and Referral Act of 1993, Contractor shall not refer any patient to any health care provider or health-related facility if the Contractor has a financial interest with that health care provider or health-related facility.
- B. Contractor may make a referral to or request consultation from a sole source health care provider or health-related facility in which financial interest is held if Contractor is located where there is no alternative provider of service within either twenty-five (25) miles or forty (40) minutes travel time, subject to the prior approval of the DSH. Contractor shall disclose, in writing, as well as on a continuous basis, to the DSH, its financial interest at the time of referral or request for consultation. In no event, will this prohibit patients from receiving emergency health care services.

**26. AMENDMENTS:**

- A. If this Agreement was entered into pursuant to any statute expressly requiring that such agreements be let or awarded on the basis of competitive bids, then the parties may amend this Agreement for time or money at the same rates, in addition to the right to amend for other reasons contained in this Agreement or noted in the solicitation that resulted in this Agreement, if applicable. Any amendment shall be in writing and signed by both parties, and be approved by the Department of General Services if such approval is required.
- B. For all other agreements the parties reserve the right to amend this Agreement as mutually agreed upon. This is in addition to the right to amend for other reasons contained in this Agreement or noted in the solicitation that resulted in this Agreement, if applicable. Any amendment shall be in writing and signed by both parties, and be approved by the Department of General Services if such approval is required.

**27. AGREEMENTS FOR SERVICES ON PRISON GROUNDS:**

- A. The Contractor hereby acknowledges that the California Department of Corrections and Rehabilitation (CDCR) does not recognize hostages for bargaining purposes. The CDCR has a "NO HOSTAGE" policy and agrees that its employees may be apprised of this when performing

work in or at a CDCR institution. The three DSH psychiatric programs are located within CDCR prison grounds. Contractor shall provide notice to and inform each of its officers, employees, agents, independent contractors, vendors and subcontractors of the CDCR's NO HOSTAGE policy and that Contractor, its officers, employees, independent contractors, vendors and subcontractors assume the risk that a hostage situation may arise while at a CDCR institution and the implications of the CDCR's NO HOSTAGE policy should that situation arise.

## EXHIBIT E

### CONFIDENTIALITY AND INFORMATION SECURITY PROVISIONS

#### 1. CONFIDENTIALITY AND INFORMATION SECURITY PROVISIONS:

- A. The Contractor shall comply with applicable laws and regulations, including but not limited to Welfare and Institutions Code sections 14100.2 and 5328 et seq., Civil Code section 56 et seq. of the, the Confidentiality of Medical Information Act, Civil Code section 1798 et seq., the Information Practices Act of 1977, Health and Safety Code section 123100 et seq., Patient Access to Health Records Act, Title 42, Code of Federal Regulations (C.F.R.) part 431.300 et seq., and the Health Insurance Portability and Accountability Act (HIPAA), including but not limited to part 1320 d et seq., of Title 42, United States Code and its implementing regulations (including but not limited to Title 45, Code of Federal Regulations, parts 160, 162 and 164 (2013)) ("HIPAA regulations") regarding the confidentiality and security of protected health information (PHI). The following provisions of this Exhibit E, set forth some of the requirements of these statutes and regulations. Exhibit E should not be considered an exclusive list of the requirements. Contractor is required to fulfill the requirements of these statutes and regulations by independently researching and obtaining legal advice on these requirements as they may be amended from time to time.

#### 2. DEFINITIONS:

- A. The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Covered Entity, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, PHI, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.
- B. Specific Definitions
- i. Contractor. Contractor shall generally have the same meaning as the term "business associate" at 45 Code of Federal Regulation, part 160.103 (2013).
  - ii. HIPAA Rules. HIPAA Rules shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulation, part 160 and Part 164 (2013).
  - iii. Agreement. Agreement shall be the agreement referenced by the Agreement number set forth on this page's heading.
  - iv. Personal Information. Personal Information shall have the same meaning as defined in Civil Code section 1798.3, subdivision (c).

#### 3. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE:

- A. Contractor agrees to:
- i. not use or disclose PHI other than as permitted or required by the Agreement or as required by law,
  - ii. use appropriate safeguards, and comply with Subpart C of 45 Code of Federal Regulation, part 164 (2013) with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for by the Agreement,

- iii. report to the DSH any use or disclosure of PHI not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 Code of Federal Regulations, part 164.410 (2013), and any security incident of which it becomes aware,
- iv. in accordance with 45 Code of Federal Regulations, part 164.502(e)(1)(ii) and part 164.308(b)(2) (2013), if applicable ensure that any agents and subcontractors that create, receive, maintain, or transmit PHI on behalf of the Contractor enter into a written agreement with the Contractor agreeing to be bound to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information,
- v. make available PHI in a designated record set to the DSH as necessary to satisfy covered entity's obligations under 45 Code of Federal Regulations, part 164.524 (2013) and California Health & Safety Code section 123100,
- vi. make any amendment(s) to PHI in a designated record set as directed or agreed to by the covered entity pursuant to 45 Code of Federal Regulations, part 164.526 (2013), or take other measures as necessary to satisfy the covered entity's obligations under 45 Code of Federal Regulations, part 164.526 (2013),
- vii. maintain and make available the information required to provide an accounting of disclosures to the DSH as necessary to satisfy covered entity's obligations under 45 Code of Federal Regulations, part 164.528 (2013),
- viii. to the extent the Contractor is to carry out one or more of the DSH's obligation(s) under Subpart E of 45 Code of Federal Regulations, part 164 (2013), comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s) and
- ix. make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA regulations.

**4. PERMITTED USES AND DISCLOSURES OF PHI BY THE CONTRACTOR:**

- A. Except as otherwise provided in this Agreement, the Contractor, may use or disclose PHI to perform functions, activities or services identified in this Agreement provided that such use or disclosure would not violate federal or state laws or regulations.
- B. The Contractor may not use or disclose the PHI except as provided and permitted or required by the Agreement or required by law.
- C. Contractor agrees to make uses and disclosures and requests for PHI consistent with the DSH's minimum necessary policies and procedures.
- D. Contractor may use and disclose PHI for the proper management and administration of the Contractor or to carry out the legal responsibilities of the Contractor, provided that such uses and disclosures are required by law.
- E. Contractor may use PHI to provide data aggregation services related to the health care operations of the DSH. Data aggregation means the combining of PHI created or received by the Contractor

for the purposes of this Agreement with PHI received by the Contractor in its capacity as the Contractor of another HIPAA covered entity, to permit data analyses that relate to the health care operations of the DSH.

#### **5. SAFEGUARDS:**

- A. The Contractor shall develop and maintain an information privacy and security program that includes the implementation of administrative, technical, and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities. The information privacy and security program shall reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI that it creates, receives, maintains, or transmits; and prevent the use or disclosure of PHI other than as provided for by this Agreement. The Contractor shall provide the DSH with information concerning such safeguards as the DSH may reasonably request from time to time.
- B. The Contractor shall implement administrative, technical, and physical safeguards to ensure the security of the DSH information on portable electronic media (e.g., floppy disks and CD-ROM) and in paper files. Administrative safeguards to be implemented shall include, but are not limited to training, instructions to employees, and policies and procedures regarding the HIPAA Privacy Rule. Technical safeguards to be implemented must comply with the HIPAA Security Rule and Subpart C of part 164 of the HIPAA regulations with respect to electronic PHI, and shall include, but are not limited to, role-based access, computer passwords, timing out of screens, storing laptop computers in a secure location (never leaving the equipment unattended at workplace, home or in a vehicle) and encryption. Physical safeguards to be implemented shall include, but are not limited to, locks on file cabinets, door locks, partitions, shredders, and confidential destruct.

#### **6. AUTHENTICATION:**

- A. The Contractor shall implement appropriate authentication methods to ensure information system access to confidential, personal (e.g., PHI) or sensitive data is only granted to properly authenticated and authorized persons. If passwords are used in user authentication (e.g., username/password combination), the Contractor shall implement strong password controls on all compatible computing systems that are consistent with the National Institute of Standards and Technology (NIST) Special Publication 800-68 and the SANS Institute Password Protection Policy.
  - i. The Contractor shall implement the following security controls on each server, workstation, or portable (e.g., laptop computer) computing device that processes or stores confidential, personal, or sensitive data:
    - (1) network-based firewall and/or personal firewall,
    - (2) continuously updated anti-virus software and
    - (3) patch-management process including installation of all operating system/software vendor security patches.
  - ii. Encrypt all confidential, personal, or sensitive data stored on portable electronic media (including, but not limited to, CDs and thumb drives) and on portable computing devices

(including, but not limited to, laptop computers, smart phones and PDAs) with a solution that uses proven industry standard algorithms.

- iii. Prior to disposal, sanitize all DSH confidential data contained in hard drives, memory devices, portable electronic storage devices, mobile computing devices, and networking equipment in a manner consistent with the National Institute of Standards and Technology (NIST) Special Publication 800-88.
- iv. The Contractor shall not transmit confidential, personal, or sensitive data via e-mail or other Internet transport protocol over a public network unless, at minimum, a 128-bit encryption method (for example AES, 3DES, or RC4) is used to secure the data.

**7. MITIGATION OF HARMFUL EFFECTS:**

- A. Contractor shall mitigate, to the extent practicable, any harmful effect that is known to the Contractor of a use or disclosure of PHI by the Contractor or its subcontractors in violation of the requirements of this Agreement.

**8. NOTIFICATION OF BREACH:**

- A. During the term of this Agreement, Contractor shall report to the DSH any use or disclosure of information not provided for by its contract of which it became aware including breaches of unsecured PHI as required by Section 164.410 of the HIPAA regulations.

**9. DISCOVERY OF BREACH:**

- A. Contractor shall immediately notify the DSH Information Security Officer by telephone call and e-mail upon the discovery of breach of security of PHI in all forms (paper, electronic, or oral) if the PHI was, or is reasonably believed to have been, acquired by an unauthorized person, or within 24 hours by email or fax of the discovery of any suspected security incident, intrusion or unauthorized use or disclosure of PHI in violation of this Agreement, or potential loss of confidential data affecting this Agreement. If the incident occurs after business hours or on a weekend or holiday and involves PHI, notification shall be provided by calling the DSH Information Security Officer. Contractor shall take:
  - ii. prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment and
  - iii. any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

**10. INVESTIGATION OF BREACH:**

- A. The Contractor shall immediately investigate such security incident, breach, or unauthorized use or disclosure of PHI or confidential data. Within 8 hours of discovery (of the breach), the Contractor shall notify the DSH Information Security Officer of at least the following:
  - i. what data elements were involved and the extent of the data involved in the breach,

- ii. a description of the unauthorized person(s) known or reasonably believed to have improperly acquired, accessed, used, transmitted, sent or disclosed PHI or confidential data,
- iii. a description of where and when the PHI or confidential data is believed to have been improperly acquired, accessed, used, transmitted, sent or disclosed,
- iv. a description of the probable causes of the improper acquisition, access, use, transmission, sending or disclosure and
- v. whether Civil Code sections 1798.29 (Agency) or 1798.82 (Business) or any other federal or state laws requiring individual notifications of breaches are required.

**11. WRITTEN REPORT:**

- A. The Contractor shall provide a written report of the investigation to the DSH Information Security Officer within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall include, but not be limited to, the information specified above, an estimation of cost for remediation, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure.

**12. NOTIFICATION OF INDIVIDUALS:**

- A. The Contractor shall notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and to pay any costs of such notifications, as well as any costs associated with the breach. Notification shall be made in the most expedient time possible without reasonable delay. The DSH Information Security Officer shall approve the time, manner and content of any such notifications.

**13. DSH CONTACT INFORMATION:**

- A. The Contractor shall direct communications to the DSH Information Security Officer and the Contractor shall initiate contact as indicated herein. The DSH reserves the right to make changes to the contact information below by giving written notice to the Contractor. Said changes shall not require an amendment to this Agreement to which it is incorporated.

**Information Security Officer  
Department of State Hospitals – Sacramento  
1600 9<sup>th</sup> Street, Room 260  
Sacramento, CA 95814  
Phone: (916) 654-5432  
E-mail: ISO@dsh.ca.gov**

**14. INTERNAL PRACTICES:**

- A. The Contractor shall make the Contractor's internal practices, books and records relating to the use and disclosure of PHI received from DSH, or created, maintained or received by the Contractor under this Agreement, available to the DSH or to the Secretary of the U.S. Department of Health and Human Services in a time and manner designated by the DSH or by the Secretary, for purposes of determining DSH's compliance with the HIPAA regulations.

**15. EMPLOYEE TRAINING AND DISCIPLINE:**

- A. The Contractor shall train and use reasonable measures to ensure compliance with the requirements of this Agreement by employees who assist in the performance of functions or activities under this Agreement and use or disclose PHI; and discipline such employees who intentionally violate any provisions of this Agreement, including by termination of employment.

**16. EFFECT OF TERMINATION:**

- A. Upon termination or expiration of this Agreement for any reason, the Contractor shall return, at its sole expense, to DSH all health records within five (5) business days or as otherwise specified in the request or notice to return records or, if agreed to by the DSH, destroy all PHI received from DSH or created or received by the Contractor on behalf of the DSH, that the Contractor still maintains in any form. Contractor shall retain no copies of such PHI. However, if return or destruction is not feasible, Contractor shall continue to extend the protections and provisions of this Agreement to such information, and limit further use or disclosure of such PHI to those purposes that make the return or destruction of such PHI infeasible. This provision shall apply to PHI that is in the possession of the Contractor, its subcontractor(s), or its agent(s).

**17. MISCELLANEOUS PROVISIONS:**

- A. The DSH makes no warranty or representation that compliance by the Contractor with this Agreement that the HIPAA regulations shall be adequate or satisfactory for the Contractor's own purposes or that any information in the Contractor's possession or control, or transmitted or received by the Contractor, is or shall be secure from unauthorized use or disclosure. The Contractor is solely responsible for all decisions made by the Contractor regarding the safeguarding of PHI.
- B. Assistance in Litigation or Administrative Proceedings. The Contractor shall make itself, and use its best efforts to make any subcontractors, employees or agents assisting the Contractor in the performance of its obligations under this Agreement, available to the DSH at no cost to the DSH to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against the DSH, its directors, officers or employees for claimed violations of HIPAA, regulations or other laws relating to security and privacy based upon actions or inactions of the Contractor and/or its subcontractor, employee, or agent, except where the Contractor or its subcontractor, employee, or agent is a named adverse party.
- C. Nothing expressed or implied in the terms and conditions of this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the DSH or the Contractor and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.
- D. The terms and conditions in this Agreement shall be interpreted as broadly as necessary to implement and comply with the HIPAA regulations and applicable Federal and State laws. The parties agree that any ambiguity in the terms and conditions of this Agreement shall be resolved in favor of a meaning that complies and is consistent with state and federal law, including HIPAA and the HIPAA regulations.
- E. A reference in the terms and conditions of this Agreement to any HIPAA regulation relates to that section in effect or as amended.

- F. The obligations of Contractor under this Exhibit E shall survive the termination or expiration of this Agreement.

**18. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS:**

- A. DSH may immediately terminate this Agreement if (a) Contractor is found liable in a civil or criminal proceeding for a violation of the HIPAA Privacy or Security Rule or (b) a finding or stipulation that the Contractor has violated a privacy or security standard or requirement of HIPAA, or other security or privacy laws made in an administrative or civil proceeding in which the Contractor is a party.

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**CERTIFICATION**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

**CONTRACTOR CERTIFICATION CLAUSES**

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

### **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No 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.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). 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.
- 2). 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 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

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

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor 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 Section 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.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

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## County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number: 22E**  
(This Section for use by Clerk of the Board Only.)

**To:** Sonoma County Board of Supervisors

**Board Agenda Date:** February 7, 2017

**Vote Requirement:** Majority

**Department or Agency Name(s):** General Services, Sonoma County Sheriff's Office, and Department of Health Services

**Staff Name and Phone Number:**

Bruce Oveson, General Services: 707-565-3665  
Randall Walker, Sheriff's Office: 707-565-1445  
Michael Kennedy, Department of Health Services:  
707-565-5157

**Supervisorial District(s):**

All

**Title:** Adult Detention Behavioral Health Unit: Schematic Design Package and Design-Build Request for Qualifications

**Recommended Actions:**

Authorize the Chair of the Board to:

- A) Approve the Schematic Design package for the Adult Detention Behavioral Health Unit.
- B) Authorize publication of a Request for Qualifications for Design-Build candidate selection relating to the construction of the Adult Detention Behavioral Health Unit.
- C) Authorize the Director of General Services to release the authorized Request for Qualifications package for solicitation pending confirmation of State of California Department of Finance SB 863 Project Establishment.

**Executive Summary:**

The County Administrator's Office, County of Sonoma Sheriff's Office, Department of Health Services and General Services, in conjunction with Kitchell, the Construction Manager, and DLR, the Bridging-Architect, have developed a Request for Qualifications package consisting of plans and specifications to be published and made available to the contracting public in winter 2017. This package will include the completed Schematic Design drawings for review by construction and design professionals competing to build the Adult Detention Behavioral Health Unit project. Standard procedure with SB 863 projects is to release the Request for Qualifications following the formal step of Project Establishment which the County initiated with the State of California Department of Finance in June 2016. The State has not yet approved Project Establishment and the project schedule is now extending beyond the originally planned delivery dates. To mitigate this schedule extension we request your Board approve the Request for Qualifications package, in advance of the State awarding Project Establishment, and authorize the Director of General Services to release the Request for Qualifications when Project Establishment is

eventually obtained. This will allow General Services, as the Project Administrator, to react in a timely manner, curbing further impact to the project caused by the State's delays in approval.

The completed Request for Qualifications process will culminate in a shortlist of three candidates whom will be evaluated and selected for their experience in this type of building design and construction, experience in projects of this size and complexity, and experience with government agencies, public contract agreements, and Project Labor Agreements. The three finalists will be presented for approval to the Board of Supervisors in spring of 2017. These three finalist teams will receive the Request for Proposals, to be approved by the Board at a later date, and compete utilizing Best Value Evaluation criteria for selection as the Design Build Team of the Adult Detention Behavioral Health Unit. The County is using the Bridging Architect/Design-Build delivery methodology with a stipulated sum for the project

**Discussion:**

Background:

In preparation for the SB 863 application the County simultaneously conducted a Criminal Justice Master Plan and Needs Assessment Plan. The findings of these studies support the ongoing efforts of the Sheriff's Office to successfully reduce future demand on the existing detention facilities. The 2015 Master Plan update has shown that the total inmate population is virtually the same as it was in 2009. The Master Plan shows that we don't need more beds, but we do need the "right types" of beds as the County needs for behavioral health services in detention has increased. Since its construction, in 1991, the Main Adult Detention Facility behavioral health inmate population has increased from 10% of the total population to over 40% currently, with over 77% of the population requiring special housing. The County was successful with its SB 863 application and in November 2015 was awarded a \$40 million dollar lease revenue bond program to construct 72 behavioral health beds to begin the transition to the "right types" of beds in the County's detention facilities.

Request for Qualifications and Schematic Design Package:

The County's Schematic Design Team, comprised of representatives from the County Administrator's Office, Sheriff's Office, Health Services, County Counsel, and General Services, in conjunction with Kitchell, the Construction Managers, and DLR, the Bridging Architect, has developed a schematic design for the Adult Behavioral Health Detention Facility. Development of the schematic design package occurred over a ten month period employing Evidence Based Design methodology. Evidence Based Design is a systematic process of analysis based upon available research and experience, which seeks to develop design solutions that promote greater patient and staff well-being with a higher degree of healing and productivity. The Schematic Design package presented to the Board of Supervisors for ratification is the culmination of this extensive and collegial collaboration. The design team feels that this design is the best possible solution to meet today's needs with the flexibility to meet unknown demands in the future.

General Services is scheduled to publish the Request for Qualifications containing this Schematic Design package for the purpose of identifying a qualified shortlist of three Design-Build construction candidates. The County's Request for Qualifications evaluation team, consisting of representatives from the County Administrator's Office, Sheriff's Office, Behavioral Health Services, General Services and Kitchell, will evaluate the submitted Statements of Qualifications for experience in construction of

detention facilities, experience with projects of similar size and complexity, experience as Design-Build construction teams, history and success of delivery of projects to other government agencies, and experience with both public contracting and Project Labor Agreements. The shortlisted teams will be vetted by the Request for Qualifications evaluation team and candidate credentials will be verified through background checks and discussions with previous clients and customers. The Request for Qualifications highlights the County's local preference initiative encouraging the candidate teams to include participants from the Sonoma County community, and as a result points are awarded for this consideration. Finalists will be personally interviewed by the Request for Qualifications evaluation team before recommendations are made to the Board of Supervisors for approval.

#### Selection Process and the Request for Proposal

The solicitation, review, interview, and recommendation process is anticipated to be accomplished in approximately three months and General Services will seek, as a separate Board action, approval of three shortlisted candidates, approval of the final Bridging Documents, request authorization to publish a Request for Proposals for the three shortlisted candidates to use in preparation of their final proposals to the County, and seek authorization to award a conciliatory stipend to the two unsuccessful candidates. The responses to the RFP's will be evaluated using Best Value Evaluation criteria and stipulated sum to determine the best final product for the submitted final cost of construction. Best Value Evaluation criteria strives to evaluate the tradeoff between price and performance that provides the greatest overall benefit and value for the construction and delivery of the project and stipulated sum is the guaranteed maximum price including base building and design enhancements.

Subsequent to award of the Design-Build contract, a stipend of \$80,000 is to be divided equally between the two candidates not awarded the project. This is a standard industry practice utilized by state and county jurisdictions (Kern, Alameda, Contra Costa, Santa Cruz, and State of California) to draw top construction firms to the Design-Build Request For Proposal process. The stipend is the County's recognition of an intensive and costly process during which the respondents will spend months developing their construction proposals in a collaborative effort with the County, evaluating systems for maximum efficiencies, strategizing for the inclusion of the County's project enhancements, and evaluating design alternatives while analyzing the viability of various systems. The stipend also gives the County ownership of all intellectual property developed in the preparation of the Design-Build competitors RFP submittals. The County has not used conciliatory stipends before, however, not doing so is likely to preclude the caliber of qualified respondents the County is seeking, largely due to the exhaustive process involved in generating a high-quality response to a Request for Qualifications. No more than three candidates are chosen in the selection process to mitigate additional expense to the County.

#### Project Establishment:

Project Establishment is an important milestone within the County/State project timetable encompassing submission to the State Department of Finance and review at the State Public Works Board for approval of the County's completed Board of State and Community Corrections application.

General Services submitted the project establishment package in early July for approval in September 2016 and has maintained regular communications with the Board of State and Community Corrections and the Department of Finance to encourage, facilitate, and assist in the approval process. To date the

County has not received Project Establishment from the Department of Finance. General Services has halted the design process with the design consultant of the Bridging Documents in light of the delay in State approval. Furthermore, delays are now directly impacting the project budget and delivery timeframes. Financial impacts to the construction budget are reducing our purchasing power by \$140,000 per month (calculated escalation of costs determined by the Department of Finance at .45% per month times the estimated cost of construction of \$29 million) and extension of occupancy impacts to the interest payments are increasing at over \$240,000 per month.

In an effort to mitigate the increased costs associated with the Project Establishment approval delays, General Services requests authorization to hold in reserve the Board's approved Request for Qualifications package. Upon obtaining the Department of Finance approvals, the Director of General Services will notify the Board of successful Project Establishment and will immediately release the Request for Qualifications for public advertisement and solicitation.

Project Schedule:

The County's project team will update your Board at these projected milestones:

- May 2017: Approve Staffing & Operational Plan, Shortlist, Request for Proposals
- December 2017: Approve & Award Design-Build Contract
- May 2018: Ground-Breaking
- November 2019: Ribbon-Cutting

**Prior Board Actions:**

June 21, 2016: SB863 Behavioral Health Housing Unit- Project Establishment

March 15, 2016: Agreement for Bridging Architect and Construction Management Services for the Behavioral Health Housing Unit project.

**Strategic Plan Alignment**      Goal 3: Invest in the Future

Construction of the new Adult Detention Behavioral Health Unit improves the County's ability to serve the current and future inmate mental health population at our correctional facilities through expanded options for mental health programming and competency restoration within an enhanced therapeutic milieu.

<b>Fiscal Summary</b>			
<b>Expenditures</b>	<b>FY 16-17 Adopted</b>	<b>FY 17-18 Projected</b>	<b>FY 18-19 Projected</b>
Budgeted Expenses	7,800,000	40,500,000	500,000
Additional Appropriation Requested			
<b>Total Expenditures</b>	7,800,000	<b>40,500,000</b>	500,000
<b>Funding Sources</b>			
General Fund/WA GF	6,800,000		500,000
State/Federal		40,500,000	
Fees/Other	1,000,000		
Use of Fund Balance			
Contingencies			
<b>Total Sources</b>	7,800,000	40,500,000	500,000
<b>Narrative Explanation of Fiscal Impacts:</b>			
<p>The County has identified \$6,200,000 as matching funds for the development of the project and to meet requirements for the \$40,000,000 Lease Revenue Bond. Through other department funding, \$1,600,000 has been set aside for separate department staff time committed to the project. This staff time is allocated across the three fiscal years. Additionally, the land allocated for the project was appraised, and accepted by the State, at \$1,000,000. The land is a value to the project, as it is already County owned and does not require purchasing, and is identified above under Fees/Other. This brings the total project budget to \$48,800,000.</p>			
<b>Staffing Impacts</b>			
<b>Position Title</b> (Payroll Classification)	<b>Monthly Salary Range</b> (A – I Step)	<b>Additions</b> (Number)	<b>Deletions</b> (Number)
N/A			
N/A			
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
N/A			
<b>Attachments:</b>			
Attachment 1: Request for Qualifications Attachment 2: Schematic Design Narrative Attachment 3: Schematic Design Concept Attachment 4: PowerPoint			

<b>Related Items “On File” with the Clerk of the Board:</b>
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N/A
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**REQUEST FOR QUALIFICATIONS  
FOR  
PROSPECTIVE DESIGN-BUILD ENTITIES  
FOR THE  
SONOMA COUNTY ADULT DETENTION BEHAVIORAL HEALTH UNIT  
SANTA ROSA, CALIFORNIA**



Issue Date: February 1, 2017

**Statement of Qualifications Due Date: March 23, 2017 (before 2:00 pm)**

---

Erica Ventura, Contract Specialist  
Sonoma County General Services  
Facilities Development and Management  
2300 County Center Drive, Suite A220  
Santa Rosa, CA 95403  
[Erica.Ventura@sonoma-county.org](mailto:Erica.Ventura@sonoma-county.org)

**Prepared By**

County of Sonoma  
General Services Agency  
Facilities Development and Management  
2300 County Center Drive, Suite A220  
Santa Rosa, CA 95403

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## I. GENERAL PREQUALIFICATION PROCESS AND REQUIREMENTS

### A. GENERAL INFORMATION

- Project: Sonoma County Adult Detention Behavioral Health Unit
- Location: Santa Rosa, California
- Owner: County of Sonoma

### B. PROCUREMENT METHOD

For this Project, the Owner is utilizing a Best Value Design-Build procurement process whereby the Owner will establish a stipulated sum for the Design-Build contract, currently estimated to be \$35 million. The actual stipulated sum shall be defined in the RFP.

### C. DEFINITIONS

The following "terms" are used throughout this RFQ and are defined as follows:

- "Best Value" means the value determined by objective criteria that may include, but not be limited to, price, features, functions, life cycle costs, experience, and other criteria deemed appropriate by the Owner and their management team.
- "Design-Build" means a selection process in which both the design and construction of a project are selected from a single entity.
- "Design-Build Project" means a capital outlay construction project using the Design-Build project delivery method.
- Design-Build Entity ("DBE") means a partnership, joint venture, corporation, or other legal entity that is able to provide appropriately licensed contracting, registered architectural, and licensed engineering services as needed.
- "RFP Design-Build Package" means the performance criteria, any concept drawings, the form of contract, and all other documents and information that serve as the basis on which proposals will be solicited from the Design-Build Entities.
- "Design-Build Team" means the Design-Build Entity itself and the individuals and other entities identified by the DBE as members of its team.
- "Design-Build Primary Team" means the Design-Build Entity itself, the General Contractor (if not the DBE), the Architect of Record (AOR), and the Design Architect (if not the AOR).

### D. SELECTION PROCESS

The Owner is utilizing a two phased process for the identification and selection of the DBE for this Project.

**Phase 1 – Request for Qualifications (RFQ):** Interested Design-Build Entities shall submit a Statement of Qualifications (SOQ) as further defined in this RFQ. The SOQ's received in accordance with this RFQ will be reviewed and scored. A shortlist of what is anticipated to be the top scoring three (3) firms will be allowed to participate in the Phase 2 Request for Proposal process.

**Phase 2 – Request for Proposals (RFP):** The Design-Build Entities that are shortlisted will be allowed to participate in Phase 2, and will receive the RFP. The RFP will be a detailed description of the Owner’s expectations for the Project, including the Project’s design and performance criteria, administrative details, known site conditions and other pertinent project information, as well as a sample of the Design-Build and Project Labor Agreements (PLAs).

**E. PROPOSAL MANAGER AND CONFLICT OF INTEREST DISCLOSURE**

1. **Proposal Manager:** Each Design-Build Entity interested in submitting a SOQ shall designate one (1) Individual as its Proposal Manager who will be responsible for all communications with the Owner during the RFQ and RFP process. The Design-Build Entity shall submit to the Owner a completed Identification of Design-Build Entity Proposal Manager form (Exhibit A included herewith).

The Design-Build Entity’s Proposal Manager shall be the single point of contact for questions, inquiries, clarifications, and correspondence during the entire RFQ and RFP process. Any substitution of the Design-Build Entity’s Proposal Manager during the RFQ and RFP processes shall be made in writing to the Owner as per the Identification of Design-Build Entity Proposal Manager form.

2. **Conflict of Interest Disclosure:** The Design-Build Entity (DBE), General Contractor (if not the DBE), Architect of Record (AOR), and the Design Architect (if not the AOR) each shall complete the Conflict of Interest Disclosure (Exhibit B included herewith).

***The Identification of Design-Build Entity Proposal Manager form naming the Proposal Manager, together with all Conflict of Interest Disclosures, must be received no later than 5:00 pm Tuesday, February 14, 2017.***

**F. OBTAINING RFQ**

Interested Design-Build Entities may obtain the RFQ package, which contains the Identification of Design-Build Entity Proposal Manager form, by downloading it from the Owner Website:

<https://esupplier.sonomacounty.ca.gov/psp/FNPRD/SUPPLIER/ERP/h/?tab=DEFAULT>

**G. MANDATORY RFQ BRIEFING CONFERENCE**

A Mandatory RFQ Briefing Conference is scheduled for 10:00 am Wednesday, February 15, 2017. The conference is intended to review the RFQ process, submittal requirements and prequalification evaluation criteria. Attendees will be allowed to ask questions at this conference. Oral responses given at this conference are not binding to the Owner. Only responses and clarifications issued via formal written addenda shall be binding. All Design-Build Entities submitting a Statement of Qualifications are required to attend the Mandatory Briefing Conference. Attendance is limited to a maximum of five (5) representatives from each Design-Build Entity, including subcontractors.

## **H. QUESTIONS PROCEDURE**

Questions pertaining to this RFQ will only be accepted from Design-Build Entities that attended the Mandatory Briefing Conference, and must be submitted in writing via e-mail to the name and address found in the Contact and Submittal Information located at the end of this section. Please submit all questions by the deadline stipulated in the Summary Schedule below. The Owner will provide written responses to all questions in the form of an Addendum.

Copies of all questions submitted by Design-Build Entities, and subsequent answers, will be distributed via written addenda by email on the date indicated in the Schedule Summary below to all Design-Build Entities that have submitted the identification of Design-Build Entity Proposal Manager form and have attended the Mandatory Briefing Conference.

The Owner will also post addenda to the Owner website. Failure of a DBE to receive addenda shall not entitle the DBE to an extension of the schedule nor shall it permit the submission of any additional information after the deadline set forth in the schedule.

## **I. COMMUNICATION WITH THE OWNER**

Under no circumstances are any of the prospective Design-Build Entities or anyone on the prospective Design-Build Teams to contact, discuss with, or inquire of any Owner consultant, employee, elected official or member of the RFQ/P Review Technical Advisory Committee on any matter relating to this solicitation process. This requirement is to ensure that the same information is received by all interested parties and no inconsistent, incomplete or inaccurate information is communicated. Information obtained outside this prequalification process cannot be relied upon.

Unauthorized contact of any individual as described above may be cause for rejection of the Design-Build Entity's Statement of Qualifications. All inquiries concerning this solicitation shall be directed simultaneously to the contact person indicated below. No telephone inquiries will be answered.

## **J. CONTACT AND SUBMITTAL INFORMATION:**

All Information requests and the Statement of Qualifications submission must be directed to:

Erica Ventura, Contract Specialist  
Sonoma County General Services  
Facilities Development and Management  
2300 County Center Drive, Suite A220  
Santa Rosa, CA 95403  
[Erica.Ventura@sonoma-county.org](mailto:Erica.Ventura@sonoma-county.org)

**K. SUMMARY SCHEDULE**

<b>Phase 1: RFQ Process</b>	<b>Date</b>	<b>Time (PST)</b>
Owner issue RFQ	2/1/2017	10:00 am
Submit Identification of DBE Proposal Manager and Conflict of Interest Disclosures	2/14/2017	5:00 pm
<b>Mandatory RFQ Briefing Conference</b>	<b>2/15/2017</b>	<b>10:00 am</b>
Cut-off date for written questions from DBEs	2/22/2017	5:00 pm
Owner distribute responses to written questions	3/8/2017	10:00 am
<b>Statement of Qualifications submission Due Date</b>	<b>3/23/2017</b>	<b>2:00 pm*</b>
Announce three highest scoring DBEs	4/21/2017	10:00 am

<b>Phase 2: RFP Process</b>	<b>Date</b>	<b>Time (PST)</b>
RFP issued to three highest scoring DBEs (Approximate)	8/2/2017	10:00 am

\* The designated clock located at Sonoma County General Services, Facilities Development and Management, 2300 County Center Drive, Suite A220, Santa Rosa, CA, is the official clock that will be used in the determination of the specific time that a Statement of Qualifications submission is received.

**L. LATE PROPOSALS**

Late proposals shall be rejected and returned to the proposer. This deadline is absolute and proposals received after the due date and time will not be considered. Proposers must select a method of delivery that ensures proposals will be delivered to the correct location by the due date and time.

**EXHIBIT A: IDENTIFICATION OF DBE PROPOSAL MANAGER**

**SONOMA COUNTY ADULT DETENTION BEHAVIORAL HEALTH UNIT**

**SANTA ROSA, CALIFORNIA**

**Name of DBE:** \_\_\_\_\_

**Proposal Manager:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Firm/Company:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**E-mail Address:** \_\_\_\_\_

**E-mail a copy of this form to:**

Erica Ventura, Contract Specialist  
Sonoma County General Services  
Facilities Development and Management  
2300 County Center Drive, Suite A220  
Santa Rosa, CA 95403  
<mailto:Erica.Ventura@sonoma-county.org>

***Note: Any substitution of DBE's Proposal Manager during the RFQ and RFP process shall be made in writing to and approved by the Owner and shall subject the DBE to re-evaluation. Submit a written request for substitution to the person indicated above.***

**EXHIBIT B: POTENTIAL CONFLICT OF INTEREST DISCLOSURE**

**SONOMA COUNTY ADULT DETENTION BEHAVIORAL HEALTH UNIT**

**SANTA ROSA, CALIFORNIA**

*Each member of the DBE Primary Team must complete a separate disclosure*

**DBE Primary Team Member:**

- Design-Build Entity (required)
- Contractor (required if not the Design-Build Entity)
- Architect of Record (required)
- Design Architect (required if not the Architect of Record)

**Firm/Company:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

Has the DBE Primary Team member ever had a contractual relationship with either Kitchell or DLR Group?

- Yes       No

If yes, provide the following details for each occurrence:

Name and Location of Project: \_\_\_\_\_

Services Provided Under Contract: \_\_\_\_\_

Role (Prime or Consultant/Subcontractor): \_\_\_\_\_

Start and Finish Dates of Contract: \_\_\_\_\_

The existence of a prior contractual relationship between any DBE Team member and Kitchell or DLR Group does NOT automatically disqualify a DBE team. The determination of whether a conflict exists or not will be determined by the County and the DBE Proposal Manager will be contacted with the determination.

***Return all Potential Conflict of Interest Disclosures together with the Identification of the DBE Proposal Manager (Exhibit A) via E-mail as indicated on Exhibit A. Failure to do so may result in disqualification.***

## **II. PROJECT INFORMATION**

### **A. PROJECT DESCRIPTION**

The project provides a new jail facility in Sonoma County, the Adult Detention Behavioral Health Unit (ADBHU). The primary purpose of the ADBHU is to provide adequate security, treatment and rehabilitation services for the mentally ill inmate population. The ADBHU will be designed to house 72 offenders. The housing footprint will be up to 32,800 square feet and will contain 48 cells. The ADBHU will consist of a single-story building attached to the existing Main Adult Detention Facility (MADF) via a secure and enclosed secure and non-secure pedestrian corridor that will extend across the existing roadway and parking lot from the MADF to the new ADBHU. Jail staff, inmate, and visitor ingress/egress will remain routed through the MADF. The existing jail vehicle sallyport, which currently utilizes Russell Avenue for ingress and egress, will continue to be used for that function. The ADBHU will be located on a vacant County-owned parcel (totaling 3.58 acres), south of the western terminus of Russell Avenue in Santa Rosa, adjacent to the MADF.

### **B. DBE RESPONSIBILITY OVERVIEW**

The Design-Build Entity will be responsible for all applicable agency approvals including, but not limited, to planning, design, engineering, permits, construction, start-up and testing, coordination of commissioning by Owner's third party commissioning agent, installation of furniture and equipment, and activation coordination for the Project. The DBE will be responsible for all surveying and geotechnical investigation needed for the design of the project, environmental/hazmat, and existing utility and subsurface conditions investigations needed to confirm site conditions.

### **C. OWNER CONSULTANTS**

The County has retained the services of Kitchell/DLR Group to provide Construction Management and Bridging Architectural/Engineering services, and to assist the County in the preparation of the RFQ/RFP and administration of the Project. The Design-Build Entity will be expected to work collaboratively with Kitchell/DLR Group and the County's Project Manager during the course of the Project.

Consultant firms and/or individuals who are, or have been involved in the preparation of this RFQ and the RFP for the Project, or who are currently employed by Kitchell or DLR Group, will not be allowed to participate on any Design-Build Team in any capacity on this Project.

The Owner may also retain additional consultants to assist with the Project as it deems necessary. The services performed by any Owner contracted consultants will not release the DBE from its responsibility to provide code-compliant designs and construction, nor will they release the DBE from its responsibility to provide complete start-up and commissioning of all facility systems and elements.

**D. LABOR COMPLIANCE**

The successful DBE, including the General Contractor and all subcontractors, must comply with the provisions of State Senate Bill 854 (Stat. 2014, chapter 28), which became effective January 1, 2015. Including the following:

1. No contractor or subcontractor may be listed on a bid proposal for public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]
2. No contractor or subcontractor may be awarded a contract for public works on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
3. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

**E. PROJECT LABOR AGREEMENT (PLA)**

The Owner will have a PLA for this project. A copy of the PLA will be provided to the shortlisted Design-Build Entities as part of the RFP process. The DBE, General Contractor, and all subcontractor forces shall comply with the requirements set forth in the referenced PLA. Any costs for compliance with the PLA are to be included with the shortlisted DBE's proposal.

### III. STATEMENT OF QUALIFICATIONS INSTRUCTIONS AND SUBMITTAL REQUIREMENTS

#### A. GENERAL

The General Contractor (if separate entity from Design-Build Entity), the Architect of Record (AOR), and Design Architect (if separate entity from the AOR) will not be allowed to participate in any capacity as a member of more than one Design-Build Team. There are no such participatory restrictions on other team members.

Design-Build Primary Team members listed in response to the RFQ are expected to be listed by the DBE in its response to the Request for Proposal. Design-Build Entities must submit requests to substitute team members for good cause to the Owner in writing for approval. If a Design-Build Team member substitution request is received, Owner reserves the right to re-evaluate a DBE's inclusion on the shortlist of entities invited to submit proposals; to rescind a DBE's invitation to participate in the RFP process; and to offer another DBE an invitation to participate in the RFP process.

The Phase 1 evaluation criteria to prequalify prospective Design-Build Entities shall consist of two (2) parts:

PART A – QUESTIONNAIRE

PART B – EXPERIENCE

#### B. PART A – QUESTIONNAIRE INSTRUCTIONS

Design-Build Primary Team: Each responding Design-Build Entity must submit qualifications for the DBE, a General Contractor properly licensed (Class B) in California, as well as an Architect, properly registered / licensed in California. If the DBE and the General Contractor are the same entity only one Questionnaire for Part A Section I and Part A Section III is required. The DBE's Architect shall be required to complete the design and serve as the Architect of Record for the Project. If the DBE intends to have a separate Design Architect in addition to the Architect of Record, the DBE must also submit qualifications for the Design Architect.

DBEs must complete and submit qualifications regarding their Primary Team as described in the attached PART A Questionnaire consisting of the following four (4) Sections:

**Section I: Identification of DBE and Primary Team Members – Not Scored**

**Section II: Essential requirements for the DBE – Pass/Fail**

**Section III: Questions for DBE Primary Team Members – Scored**

**Section IV: Financial Questions for the Design-Build Entity – Scored**

If the information requested for the DBE, General Contractor, Architect of Record, and Design Architect is not provided in accordance with the requirements of Part A Section I, or if the DBE receives a "Fail" grading in Section II, then the DBE will receive a score of "Fail" and no further scoring of Part A will be made.

Each of the DBE's Primary Team Members (DBE, General Contractor, Architect of Record and Design Architect) must complete and sign a certification form included in the Part A Questionnaire.

**C. PART B – EXPERIENCE INSTRUCTIONS**

Each Design-Build Entity submitting qualifications shall provide evidence that establishes the Design-Build Entity and its Primary Team Members have completed or demonstrate the capability to complete projects of similar size, scope, schedule and complexity, and that proposed key personnel have sufficient experience and training to competently manage and complete the design and construction of the Project.

The Design-Build Entity and its Primary Team Members' experience will be evaluated for the relative merit and responses to the following sections:

1. **Section I: Narrative and Organizational Chart:** The information requested in this section is intended to provide the selection team an understanding of the DBE's staffing rationale and how it proposes to organize its team to successfully execute the Project.

The DBE shall describe why this particular team has been assembled for this particular Project. List proposed key Design-Build Team personnel that will be assigned to and be responsible for completion of the work on this Project, and indicate their roles and responsibilities. Include an organization chart (or charts) for design and construction operations Primary Team Members as identified in Item 2 Personnel Resumes below. The Narrative and Organization Chart shall be limited to three (3) pages. A folded 11 x 17 sheet may be used for the organization chart and will count as one page.

2. **Section II: Personnel Resumes:** The information requested in this section is intended to allow the selection team to evaluate the experience and skills of the Key Personnel on the Design-Build Team and assess their ability to successfully execute the design and construction of the Project. Certain key resumes will have a higher scoring weight than others as noted in the required resume listing below.

Submit resumes of key personnel who will be assigned to this Project and who will contribute a significant effort to its design and construction. Clearly identify experience demonstrated by projects on similar size, scope, schedule and complexity to the Project, including experience with the design and construction of detention facilities and behavioral health treatment facilities, Project Labor Agreements, and experience on design-build projects. Projects completed by key personnel while employed for other firms may be listed but must be so identified. Identify significant experience or attributes which will be useful on this Project. Personnel resumes shall be limited to two (2) pages in length for each resume and must respond to each line item contained on the resume template attached.

Resumes will be required for the following team members at a minimum:

Sonoma County Adult Detention Behavioral Health Unit  
Request for Qualifications for Design-Build Entity

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- a) DBE:
  - i. Project Executive (Prime contracting authority)
  - ii. Design Principal
  - iii. General Construction Principal
  - iv. *DBE Project Director (Primary point of contact)*
  
- b) Design Team:
  - i. *Design Project Manager*
  - ii. *Architect of Record*
  - iii. *Design Architect*
  - iv. *Project Architect*
  
- c) Construction Team:
  - i. *Project Manager*
  - ii. *Design Manager*
  - iii. *General Superintendent*
  - iv. *MEP Superintendent*
  - v. *Quality Control Manager*
  - vi. *Project Controls Manager*
  - vii. *Safety Manager*

Please Note: Additional team member resumes may be submitted for clarity of team composition, however, only the resumes for the positions noted above will be scored. Additional scoring weight will be given to positions identified above in *italics*.

3. **Section III: Project Profiles:** The information requested in this section is intended to permit the selection team to review experience and actual results of the team's and team member's ability to successfully design and construct projects similar in nature and complexity to the Project.

The Contractor, Architect of Record and Design Architect (if not the AOR) shall provide design or construction project profiles for a maximum of five (5) independent projects, each having been completed within the last 10 years or are currently under construction and at least 50% completed. Project Profiles shall be limited to two (2) pages in length for each project and must respond to each line item contained on the project profile template attached.

Projects are to demonstrate the team's design and construction experience on similar projects in terms of significant new construction, critical schedules, complexity, scope, function, size, cost control, dollar value, and design-build experience.

- a) Design Experience: The DBE shall submit a maximum of five (5) project profiles representative of the AOR's ability to design projects of similar size, scope, character and complexity to this Project.
  - i. At least two (2) of the projects must be in California.
  - ii. All projects must have been completed within the last ten (10) years or be currently under construction and at least 50% complete.

- iii. At least two (2) projects must have a construction cost in excess of \$25 million dollars.
- iv. At least two (2) projects must have utilized the Design-Build delivery method.

If the Design Architect is not the AOR, a maximum of 5 additional project profiles representative of the Design Architect's ability to design projects of similar size, scope, character and complexity to this Project may be submitted. The additional profiles shall be scored and the average of the AOR and Design Architect scores shall be utilized in establishing a score for this section.

- b) Construction Experience: The General Contractor shall submit a maximum of five (5) project profiles representative of the General Contractor's ability to provide construction of projects of similar size, scope, character and complexity to this Project.
  - i. At least two (2) of the projects must be in California.
  - ii. All projects must have been completed within the last ten (10) years or be currently under construction and at least 50% complete.
  - iii. At least three (3) projects must have a construction cost each in excess of \$25 million dollars.
  - iv. At least three (3) projects must have utilized the Design-Build delivery method.

For each project, complete the Project Profile Template attached. Each profile is limited to two (2) pages and must include a response to all line items of the template for each project presented. Additional information, photos and other graphic materials may be included. Include a narrative addressing the salient features for each project and a brief statement indicating the relevance of the referenced project to this Project. Indicate the degree of involvement by key construction personnel being proposed for this Project.

- 4. **Section IV: Working Relationship Matrix:** The information requested in this section is intended to provide the selection team an understanding of the proposed members' experience and ability to function as a team at the outset of the Project due to prior existing working relationships established on previous projects.

The DBE shall select up to ten (10) projects from the Project Profile Templates submitted and list them on the Working Relationship Matrix provided in Part B. For each position listed on the Matrix indicate whether the firm or a key individual being proposed for this Project had a significant role in the project's success by placing a "mark" in the appropriate box.

- 5. **Section V: Project References:** The information requested in this section is intended to permit the selection team to validate actual performance of the firm and/or individual team members on a given project. List on the Project Reference Template form each project for which a Project Profile Template is being submitted under Section III. For each project listed identify the Project Name, Firm Name, and Owner Contact Name along with Contact's Title, Phone Number, E-mail Address and Relationship to the

project. The Owner Contact should be someone intimately familiar with the firm's involvement in the listed project.

The Owner intends to contact those individuals listed as references by the DBE team members and points will be assigned based upon verification that the DBE's characterization of its involvement in the project is accurate and their overall assessment of the quality of the services provided, specifically including design of the facility to meet its intended purpose, function of the facility, project management, cost of the facility in relation to budget, schedule control, quality, and commissioning.

It is the DBE's responsibility to verify that all references listed can be reached via the information provided by the DBE. If a reference cannot be located based upon the information provided by the DBE, then the Owner will not score the listed project for this Section.

The Owner, at its sole discretion, may choose to contact other references, including owners, listed on the project profiles presented in the DBE's Statement of Qualifications.

6. **Section VI: Project Management Approach:** The information requested in this section is intended to provide the selection team an understanding of how the DBE intends to manage the design and construction of the Project, and why their specific approach is best suited to achieve success on the Project.

Describe the DBE's approach to managing this Project and include the DBE's philosophy and methodology regarding design-build. This section is limited to eight (8) pages. The DBE shall demonstrate its understanding of how the design-build process will achieve the best value for Owner by describing how successful delivery strategies and lessons learned on previous similar projects will be utilized on this Project to achieve the best value and timely project delivery. The DBE shall also discuss their process and procedures for integrating the Owner in the design-build process throughout design and construction, and to ensure the critical features are incorporated into the Project.

#### **D. SOQ SUBMITTAL REQUIREMENTS**

The DBE Statement of Qualifications shall be submitted in accordance with the following requirements. The submittal shall use no less than 11 pt. font and shall be on 8-1/2 x 11 inch page size. Each submittal shall contain the following tabbed sections:

Cover letter (limited to 1 page)

Title Page

Table of Contents

Tab 1 Part A: Questionnaire:

Section I: Information on DBE and Primary Team Members

Section II: Essential requirements for the DBE

Section III: Questions for DBE Primary Team Members

Sonoma County Adult Detention Behavioral Health Unit  
Request for Qualifications for Design-Build Entity

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Section IV: Financial Questions for the Design-Build Entity (Audited Financial Statements to be provided in separate sealed envelope)  
Signed Certification for each DBE Primary Team Member

Tab 2 Part B: Experience:

Section I: Narrative and Organization Chart (limited to 3 pages)  
Section II: Personnel Resumes (limited to 2 pages each per resume)  
Section III: Project Profiles (limited to 2 pages each per project)  
Section IV: Project Profile Team Matrix  
Section V: Project References  
Section VI: Project Approach to Management Plan (limited to 8 pages)

Tab 3 Appendix:

Letter from Surety  
Letter(s) from Insurance Carriers

The DBE shall provide six (6) hard copies of their SOQ response, one (1) electronic file copy of the SOQ response in PDF-format on a thumb drive and one (1) original copy of their Audited Financial Statements in a sealed envelope identifying the DBE firm name and address and be labeled as follows:

**Statement of Qualifications  
Sonoma County Adult Detention Behavioral Health Unit  
“Confidential Financial Information”**

The entire SOQ submittal package including the hard copies of the SOQ, thumb drive and the sealed envelope with Financial Statements shall be provided in a single package identifying the firm name and address and clearly labeled as follows:

**Statement of Qualifications  
Sonoma County Adult Detention Behavioral Health Unit**

Submittals must be received by the time and date identified in the “Summary Schedule” and at the address stated in the “Contact and Submittal Information” of the “General Prequalification Process and Requirements” section.

Submitting firms are responsible to ensure their submittal is physically received by Owner prior to the stated time and date. Postmarks are not adequate. No fax or email copies will be accepted. Submittals received after the specified time and date will not be considered and will be returned unopened to the sender. THIS SUBMISSION DEADLINE WILL BE STRICTLY ENFORCED.

**REQUEST FOR QUALIFICATIONS  
FOR  
PROSPECTIVE DESIGN-BUILD ENTITIES  
FOR THE  
SONOMA COUNTY ADULT DETENTION BEHAVIORAL HEALTH UNIT  
SANTA ROSA, CALIFORNIA**

**IV. STATEMENT OF QUALIFICATIONS**

**A. PART A – QUESTIONNAIRE**

Section I: Identification of DBE and Primary Team Members

***THE SECTION I INFORMATION ABOUT THE DBE PRIMARY MEMBERS IS FOR IDENTIFICATION PURPOSES ONLY. THERE IS NO SCORING VALUE TO THIS SECTION.***

Section II: Essential Requirements for the DBE

Section III: Scored Questions for DBE Primary Team Members

Section IV: Scored Financial Questions for the Design-Build Entity

**SECTION I: IDENTIFICATION OF DBE AND PRIMARY TEAM MEMBERS**

**DBE Contact Information:**

Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

**General Contractor Contact Information:**

Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

**Architect of Record Contact Information:**

Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

**Design Architect Contact Information:**

Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_



Sonoma County Adult Detention Behavioral Health Unit  
Request for Qualifications for Design-Build Entity

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**SECTION I (A): INFORMATION ABOUT THE DESIGN-BUILD ENTITY**

1. Name of Design-Build Entity: \_\_\_\_\_
2. Date of company formation or incorporation: \_\_\_\_\_
3. State of formation or incorporation: \_\_\_\_\_
4. How many persons does the Design-Build Entity currently employ? \_\_\_\_\_
- 5(a). If the Design-Build Entity is a corporation, provide the following:  
(Provide information for each officer of the corporation and owners of 10% or more of the corporate stock.)

Position	Name	Years with Co.	% Ownership
CEO			
President			
Secretary			
Treasurer			

- 5(b). If the Design-Build Entity is a sole proprietorship, please complete the following:

Owner	Years as Owner

Sonoma County Adult Detention Behavioral Health Unit  
Request for Qualifications for Design-Build Entity

- 5(c). If the Design-Build Entity is a joint venture or partnership, provide the following for each member of the joint venture or each partner.  
(Attach additional pages if necessary.)

Name of Individual Or Entity	Principal Contact	Position	Years with Joint Venture/ Partnership	% Ownership Interest

6. Has there been any change in ownership of the Design-Build Entity during the last three years?  
(NOTE: A corporation whose shares are publicly traded is not required to answer this question with regard to public trades.)

Yes       No

If "yes," explain on a separate page.

7. Is the Design-Build Entity a subsidiary, parent, holding company or affiliate of another construction firm?  
(NOTE: Include information about other firms if one firm owns 50 percent or more of another, or if an owner, partner, or officer of your firm holds a similar position in another firm.)

Yes       No

If "yes," explain on a separate page.

8. State the Design-Build Entity's gross revenues for each of the last three years:

YEAR: \_\_\_\_\_      YEAR: \_\_\_\_\_      YEAR: \_\_\_\_\_  
\$ \_\_\_\_\_      \$ \_\_\_\_\_      \$ \_\_\_\_\_

Sonoma County Adult Detention Behavioral Health Unit  
Request for Qualifications for Design-Build Entity

9. List all California contractor license numbers, classifications and expiration dates currently held by the Design-Build Entity:

License Number	Trade Classification	Date Issued	Expiration Date

10. Has the Design-Build Entity changed names or license numbers in the past five years?

Yes       No

If "yes," explain on a separate page.

11. Has any owner, CSLB qualifier or corporate officer of the Design-Build Entity operated as a contractor under any other name or license number (not listed in 9 above) in the last five years?

Yes       No

If "yes," explain on a separate page.

12. Surety Information for Design-Build Entity:

Bonding Co. /Surety: \_\_\_\_\_

Surety Agent: \_\_\_\_\_

Agent Address: \_\_\_\_\_

Phone: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

13. List all other sureties (name and full address) that have written bonds for the Design-Build Entity during the last five years, including periods during which each wrote the bond:

Surety	Address	Periods of Coverage

**SECTION I (B): INFORMATION ABOUT THE GENERAL CONTRACTOR**

**(If the General Contractor is the same as the Design-Build Entity, Section I (B) is not required.)**

The term "General Contractor" means the member of the DBE that will have the primary responsibility for the construction of the project. Duplicate and submit for each General Contractor if more than one.

1. Name of General Contractor: \_\_\_\_\_
2. Date of company formation or incorporation: \_\_\_\_\_
3. State of formation or incorporation: \_\_\_\_\_
4. How many persons does the General Contractor currently employ? \_\_\_\_\_
- 5(a). If the General Contractor is a corporation, provide the following:  
(Provide information for each officer of the corporation and owners of 10% or more of the corporate stock.)

Position	Name	Years with Co.	% Ownership
CEO			
President			
Secretary			
Treasurer			

- 5(b). If the General Contractor is a sole proprietorship, please complete the following:

Owner	Years as Owner

Sonoma County Adult Detention Behavioral Health Unit  
Request for Qualifications for Design-Build Entity

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- 5(c). If the General Contractor is a joint venture or partnership, provide the following for each member of the joint venture or each partner.  
(Attach additional pages if necessary.)

Name of Individual Or Entity	Principal Contact	Position	Years with Joint Venture/ Partnership	% Ownership Interest

6. Has there been any change in ownership of the General Contractor during the last three years?  
(NOTE: A corporation whose shares are publicly traded is not required to answer this question with regard to public trades.)

Yes       No

If "yes," explain on a separate page.

7. Is the General Contractor a subsidiary, parent, holding company or affiliate of another construction firm?  
(NOTE: Include information about other firms if one firm owns 50 percent or more of another, or if an owner, partner, or officer of your firm holds a similar position in another firm.)

Yes       No

If "yes," explain on a separate page.

8. State the General Contractor's gross revenues for each of the last three years:

YEAR: \_\_\_\_\_      YEAR: \_\_\_\_\_      YEAR: \_\_\_\_\_  
 \$ \_\_\_\_\_      \$ \_\_\_\_\_      \$ \_\_\_\_\_

Sonoma County Adult Detention Behavioral Health Unit  
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9. List all California contractor license numbers, classifications and expiration dates currently held by the General Contractor:

License Number	Trade Classification	Date Issued	Expiration Date

10. Has the General Contractor changed names or license numbers in the past five years?

Yes       No

If "yes," explain on a separate page.

11. Has any owner, CSLB qualifier or corporate officer of the General Contractor operated as a contractor under any other name or license number (not listed in 9 above) in the last five years?

Yes       No

If "yes," explain on a separate page.

12. Surety Information for General Contractor:

Bonding Co. /Surety: \_\_\_\_\_

Surety Agent: \_\_\_\_\_

Agent Address: \_\_\_\_\_

Phone: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

13. List all other sureties (name and full address) that have written bonds for the General Contractor during the last five years, including periods during which each wrote the bond:

Surety	Address	Periods of Coverage

**SECTION I (C): INFORMATION ABOUT THE ARCHITECT OF RECORD**

**(If the Architect of Record is the same as the Design-Build Entity Section I (C) is not required).**

The Architect of Record is the licensed Architect who will have primary responsibility for design work under the contract. Duplicate and submit for each Architect of Record if more than one.

1. Provide the following information:

Name of Architect of Record: \_\_\_\_\_

Registration / License Number: \_\_\_\_\_

Years in Practice: \_\_\_\_\_

2. Date of company formation or incorporation: \_\_\_\_\_

3. State of formation or incorporation: \_\_\_\_\_

4. How many persons does the Architect of Record's firm currently employ? \_\_\_\_\_

- 5(a). If the Architect of Record's firm is a corporation, provide the following:  
(Provide information for each officer of the corporation and owners of 10% or more of the corporate stock.)

Position	Name	Years with Co.	% Ownership
CEO			
President			
Secretary			
Treasurer			

Sonoma County Adult Detention Behavioral Health Unit  
Request for Qualifications for Design-Build Entity

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5(b). If the Architect of Record's firm is a sole proprietorship, please complete the following:

Owner	Years as Owner

5(c). If the Architect of Record's firm is a joint venture or partnership, provide the following for each member of the joint venture or each partner.  
(Attach additional pages if necessary.)

Name of Individual Or Entity	Principal Contact	Position	Years with Joint Venture/ Partnership	% Ownership Interest

6. Has there been any change in ownership of the Architect of Record's firm during the last three years?

(NOTE: A corporation whose shares are publicly traded is not required to answer this question with regard to public trades.)

Yes       No

If "yes," explain on a separate page.

7. Is the Architect of Record's firm a subsidiary, parent, holding company or affiliate of another firm?  
(NOTE: Include information about other firms if one firm owns 50 percent or more of another, or if an owner, partner, or officer of your firm holds a similar position in another firm.)

Yes       No

If "yes," explain on a separate page.

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Request for Qualifications for Design-Build Entity

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8. Has any corporate officer or owner of the Architect of Record's firm worked for any other architectural or engineering firms in the past five years?  
(NOTE: Include information about other firms if an owner, partner, or officer of your firm holds a similar position in another firm.)

Yes       No

If "yes," explain on a separate page.

9. Has the Architect of Record's firm changed names in the past five years?

Yes       No

If "yes," explain on a separate page.

**SECTION I (D): INFORMATION ABOUT THE DESIGN ARCHITECT (If not the Architect of Record)**

The Design Architect is the Architect who will have design responsibility in addition to the Architect of Record.

1. Provide the following information:

Name of Design Architect: \_\_\_\_\_

Registration / License Number: \_\_\_\_\_

Years in Practice: \_\_\_\_\_

2. Date of company formation or incorporation: \_\_\_\_\_

3. State of formation or incorporation: \_\_\_\_\_

4. How many persons does the Design Architect's firm currently employ? \_\_\_\_\_

- 5(a). If the Design Architect's firm is a corporation, provide the following:  
(Provide information for each officer of the corporation and owners of 10% or more of the corporate stock.)

Position	Name	Years with Co.	% Ownership
CEO			
President			
Secretary			
Treasurer			

Sonoma County Adult Detention Behavioral Health Unit  
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5(b). If the Design Architect’s firm is a sole proprietorship, please complete the following:

Owner	Years as Owner

5(c). If the Design Architect’s firm is a joint venture or partnership, provide the following for each member of the joint venture or each partner.  
(Attach additional pages if necessary.)

Name of Individual Or Entity	Principal Contact	Position	Years with Joint Venture/ Partnership	% Ownership Interest

6. Has there been any change in ownership of the Design Architect’s firm during the last three years?  
(NOTE: A corporation whose shares are publicly traded is not required to answer this question with regard to public trades.)

Yes       No

If “yes,” explain on a separate page.

7. Is the Design Architect’s firm a subsidiary, parent, holding company or affiliate of another firm?  
(NOTE: Include information about other firms if one firm owns 50 percent or more of another, or if an owner, partner, or officer of your firm holds a similar position in another firm.)

Yes       No

If “yes,” explain on a separate page.

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8. Has any corporate officer or owner of the Design Architect's firm worked for any other architectural or engineering firms in the past five years?  
(NOTE: Include information about other firms if an owner, partner, or officer of your firm holds a similar position in another firm.)

Yes       No

If "yes," explain on a separate page.

9. Has the Design Architect's firm changed names in the past five years?

Yes       No

If "yes," explain on a separate page.

Sonoma County Adult Detention Behavioral Health Unit  
Request for Qualifications for Design-Build Entity

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**CERTIFICATION**

NOTE: All Primary Members of the DBE Team must complete and sign a copy of this Certification form.

I, the undersigned \_\_\_\_\_, certify and declare that I have read all the foregoing answers to this Pre-Qualification Questionnaire; that all responses are correct and complete of my own knowledge and belief. I declare under penalty of perjury under the laws of the State of California, that the foregoing is true and correct.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed name)

\_\_\_\_\_  
(Place of Execution)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Firm Name)

**SECTION II: ESSENTIAL REQUIREMENTS FOR THE DBE (PASS/FAIL)**

The term “Associates” shall mean all of the following:

- The current qualifiers for all current Contractors State License Board contracting licenses held by the Design-Build Entity.
- All current officers of a Design-Build Entity which is a corporation.
- All current partners of a Design-Build Entity which is a partnership.
- All current joint venturers of the joint venture Design-Build Entity which is seeking prequalification.

1. Does the Design-Build Entity and each proposed Subcontractor possess a current California contractor’s license for the project for which it intends to submit a proposal or intend to obtain a license before commencing work?

Yes       No

**Yes = Pass**

**No = Fail**

2. Does the Design-Build Entity have a liability insurance policy with a policy limit of at least **\$2,000,000** per occurrence, **\$4,000,000** aggregate and **\$10,000,000** in excess liability from a California admitted company?

Yes       No

**Yes = Pass**

**No = Fail**

If yes, provide the following information. (Attach a separate page if more than one policy.)

Insurance Company: \_\_\_\_\_

Policy Number: \_\_\_\_\_

Policy Limit per Occurrence: \_\_\_\_\_

Aggregate Policy Limit: \_\_\_\_\_

Attach a letter from your insurance carrier confirming limits.

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3. Does the Design-Build Entity and each proposed Subcontractor have current California Workers' Compensation insurance policies as required by the Labor Code or are legally self-insured pursuant to Labor Code sections 3700 et seq. or do they intend to obtain such insurance prior to commencing work?

Yes       No

**Yes = Pass**

**No = Fail**

If yes, provide the following information. (Attach a separate page if more than one policy.)

Insured: \_\_\_\_\_

Insurance Company: \_\_\_\_\_

Policy Number: \_\_\_\_\_

4. Has the latest copy of an audited financial statement (no more than two years old) with accompanying notes been attached for the Design-Build Entity or each member of the Design-Build Entity if Joint Venture, Partnership, etc.? (An audited financial statement with accompanying notes of a parent company guarantor may be substituted. A financial statement that is not audited is not acceptable. A letter verifying availability of a line of credit is not a substitute for the required financial statement.)

Yes       No

**Yes = Pass**

**No = Fail**

5. Has a notarized statement from an admitted surety insurer (approved by the California Department of Insurance) and authorized to issue bonds in the State of California been attached, which states that the Design-Build Entity's current bonding capacity is sufficient to provide payment and performance bonds in the amount of 100% of the contract total? (Statement must be from the surety company, not an agent or broker.)

Yes       No

**Yes = Pass**

**No = Fail**

6. Has any contractor license held by the Design-Build Entity or its associates, the General Contractor Member(s) of the Design-Build Team or their associates, or any of the proposed Subcontractors or their associates, been revoked or suspended within the last five (5) years?

Yes       No

**Yes = Fail**

**No = Pass**

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7. Has a surety firm completed a contract or paid for completion of a contract on behalf of any member of the DBE because they were terminated by the project owner within the last five (5) years?

Yes       No

**Yes = Fail**  
**No = Pass**

8. Within the last five years was the Design-Build Entity, the General Contractor Member(s) of the Design-Build Team or any proposed Subcontractor been declared ineligible to bid on a public works contract, to be awarded a public works contract, or to perform as a subcontractor on a public works contract, pursuant to either Labor Code section 1777.1 or Labor Code section 1777.7?

Yes       No

**Yes = Fail**  
**No = Pass**

9. Has any member of the Design-Build Team (contractors, architects, engineers, subcontractors or others) or any member's associates, ever been convicted of a crime involving the awarding of a contract for a government project, or the bidding or performance of a government contract within the last five (5) years?

Yes       No

**Yes = Fail**  
**No = Pass**

10. Do the Architect of Record, Design Architect (if different), and Engineer of Record (for each engineering discipline) who are expected to work on the project possess current California professional registrations / licenses for the architectural and engineering services which they intend to provide?

Yes       No

**Yes = Pass**  
**No = Fail**

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11. Are all Principal Architect/Engineers covered by a professional liability insurance policy with a policy limit of at least **\$2,000,000** per occurrence and **\$4,000,000** aggregate from a California admitted company that provides coverage for work on a design-build contract?

Yes       No

**Yes = Pass**

**No = Fail**

If yes, provide the following information. (Attach a separate page if more than one policy.)

Insurance Company: \_\_\_\_\_

Policy Number: \_\_\_\_\_

Policy Limit per Occurrence: \_\_\_\_\_

Aggregate Policy Limit: \_\_\_\_\_

12. Has any professional registration held by any Architect who will provide services been revoked at any time in the last five years?

Yes       No

**Yes = Fail**

**No = Pass**

13. Has any professional license held by any Engineer who will provide services been revoked at any time in the last five years?

Yes       No

**Yes = Fail**

**No = Pass**

14. Does the Design-Build Entity, the General Contractor Member(s) of the Design-Build Team and each proposed Subcontractor seeking prequalification, know and understand their obligations regarding the employment of apprentices on public works under Labor Code section 1777.5 and California Code of Regulations, Title 8, section 230.1, and do they intend to comply with these requirements, including the requirement, if applicable, to request the dispatch of apprentices from an apprenticeship program approved by the California Apprenticeship Council?

Yes       No

**Yes = Pass**

**No = Fail**

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15. Will the Design-Build Entity ensure that its subcontractors responsible for specialty construction work use only qualified skilled labor personnel (such as carpenters, heat and frost insulators, asbestos workers, boilermakers, iron shop builders, blacksmiths, forgers, bricklayers, electrical workers, elevator constructors, iron workers, plumbers, pipe fitters, plasterers, cement masons, painters, roofers, waterproofers, sheet metal workers) and other such skilled labor as may be required by the work of the Project to perform such work?

Yes       No

**Yes = Pass**

**No = Fail**

**SECTION III: SCORED QUESTIONS FOR THE DBE PRIMARY TEAM MEMBERS**

**SECTION III (A): SCORED QUESTIONS FOR THE DESIGN-BUILD ENTITY**

The term "Associates" shall mean all of the following:

- The current qualifiers for all current Contractors State License Board contracting licenses held by the Design-Build Entity.
- All current officers of a Design-Build Entity which is a corporation.
- All current partners of a Design-Build Entity which is a partnership.
- All current joint venturers of the joint venture Design-Build Entity which is seeking prequalification.

A-1 How many years has the Design-Build Entity been licensed in California?

Years: \_\_\_\_\_

- 5 years or less = 0 points**  
**6 years = 1 point**  
**7 years = 3 points**  
**8 years or more = 5 points**

A-2. Is the Design-Build Entity or its associates currently the debtor in a bankruptcy or receivership case?

Yes       No

- Yes = 0 points**  
**No = 10 points**

If "yes," indicate the case number, bankruptcy court, and the date on which the petition was filed.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

A-3. Has the Design-Build Entity or its associates ever been in bankruptcy or receivership at any time? (This question refers only to a bankruptcy action that was not described in answer to question A-2, above.)

Yes       No

- Yes = 0 points**  
**No = 10 points**

If "yes," indicate the case number, bankruptcy court, and the date on which the petition was filed.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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A-4. Has the Design-Build Entity, its associates, or managing employees ever been assessed liquidated damages of more than a total **\$30,000** on a construction contract with either a public or private owner?

Yes       No

**0 to 1 Project = 10 points**

**2 Projects = 3 points**

**More than 2 Projects = 0 points**

If yes, explain on a separate page, identifying all such projects by owner, owner's address, name of entity against whom assessment was made, the date of completion of the project, total amount of liquidated damages assessed and all other information necessary to fully explain the assessment of liquidated damages.

A-5. Has the Design-Build Entity, its associates or managing employees ever been declared by an owner, or found by an arbitrator or court to be in default on a construction contract?

Yes       No

**Yes = 0 points**

**No = 5 points**

If "yes," explain on a separate page.

A-6. Has the Design-Build Entity, its associates or managing employees, been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason?

Yes       No

**Yes = 0 points**

**No = 10 points**

If "yes," explain on a separate page. State the name of the organization debarred, the year of the event, the owner of the project, and the basis for the action.

A-7. Has the Design-Build Entity, its associates or managing employees ever been denied an award of a public works contract based on a finding by a public agency that they were not a responsible or responsive bidder?

Yes       No

**Yes = 0 points**

**No = 5 points**

If "yes," on a separate page identify the year of the event, the entity denied the award, the owner, the project, and the basis for the finding by the public agency.

Sonoma County Adult Detention Behavioral Health Unit  
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(NOTE: The following two questions refer only to disputes between the Design-Build Entity and owners of projects. You need not include information about disputes with suppliers, other contractors, or subcontractors. You need not include information about “pass-through” disputes in which the actual dispute is between a subcontractor and a project owner.)

A-8. In the past five years has any claim in excess of **\$30,000** been filed in court, arbitration, or other dispute resolution proceeding against the Design-Build Entity or its associates concerning their work on a construction project?

Yes       No

**0 to 1 instance                    = 5 points**

**2 instances                        = 3 points**

**More than 2 instances        = 0 points**

If “yes,” on a separate page identify the claim(s) by providing the project name, date of the claim, name of the claimant, the name of the entity the claim was filed against, a brief description of the nature of the claim, the court and case number, and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution).

A-9. In the past five years has the Design-Build Entity or its associates made any claim in excess of **\$30,000** against a project owner concerning work on a project or payment for a contract and filed that claim in court or arbitration?

Yes       No

**0 to 1 instance                    = 5 points**

**2 instances                        = 3 points**

**More than 2 instances        = 0 points**

If “yes,” on a separate page identify the claim by providing the name of claimant, the project name, date of the claim, name of the entity (or entities) against whom the claim was filed, a brief description of the nature of the claim, the court and case number, and a brief description of the status of the claim (pending, or if resolved, a brief description of the resolution).

A-10. Has any insurance carrier, for any form of insurance, refused to renew the insurance policy for the Design-Build Entity or its associates due to non-payment or contractor losses?

Yes       No

**Yes = 0 points**

**No = 5 points**

If “yes,” on a separate page give name of the insured, name the insurance carrier, the form of insurance, and the year of the refusal.

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A-11. Has the Design-Build Entity, its associates or managing employees ever been found liable in a civil suit or found guilty in a criminal action for, or legally admitted for the purpose of a criminal plea to making any false claim or material misrepresentation to any public entity?

Yes       No

**Yes = (-5) points**

**No = 5 points**

If "yes," explain on a separate page, including identifying who was found liable or guilty, the court and case number, the name of the public entity, the civil or criminal verdict, the date and the basis for the finding.

A-12. Has the Design-Build Entity, its associates, or managing employees ever been convicted of a crime involving any federal, state, or local law related to construction?

Yes       No

**Yes = (-10) points**

**No = 5 points**

If "yes," explain on a separate page, including identifying who was convicted, the name of the victim, the date of the conviction, the court and case number, the crimes, and the grounds for the conviction.

A-13. Has the Design-Build Entity, its associates or managing employees ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?

Yes       No

**Yes = (-10) points**

**No = 5 points**

If "yes," identify on a separate page, the person or persons convicted, the court and case number, the crimes, and the year convicted.

A-14. Has there ever been a period of time when the Design-Build Entity or its associates had no surety bond in place during a public construction project when one was required?

Yes       No

**Yes = 0 points**

**No = 10 points**

If "yes," indicate the period during which no surety bonds were in place, name of entity without the surety bond, the name of project owner, and if coverage was denied, the date coverage was denied and the name of the company that denied coverage.

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- A-15. Has CAL OSHA cited and assessed penalties against the Design-Build Entity, its associates or managing employee for any “serious,” “willful” or “repeat” violations of its safety or health regulations?

(NOTE: If you have filed an appeal of a citation, and the Occupational Safety and Health Appeals Board has not yet ruled on your appeal, you need not include information about it.)

Yes       No

**0 to 1 instance                    = 5 points**

**2 instances                        = 3 points**

**More than 2 instances = 0 points**

If “yes,” on separate page describe the citations, the party against whom the citation was made, date of citation, nature of the violation, project on which the citation was issued, owner of project, and the amount of penalty paid, if any. State the case number and date of any OSHAB decision.

- A-16. Has the Federal Occupational Safety and Health Administration cited and assessed penalties against the Design-Build Entity, its associates or managing employees?

(NOTE: If an appeal of the citation has been filed and the Appeals Board has not yet ruled, or if there is a court appeal pending, you need not include information about the citation.)

Yes       No

**0 to 1 instance                    = 5 points**

**2 instances                        = 3 points**

**More than 2 instances = 0 points**

If “yes,” on separate page describe the citations, the party against whom the citation was made, date of citation, nature of the violation, project on which the citation was issued, owner of project, and the amount of penalty paid, if any. State the case number and date of any decision.

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- A-17. Has the Environmental Protection Agency , any Air Quality Management District or any Regional Water Quality Control Board cited and assessed penalties against either the Design-Build Entity, its associates, managing employees or the owner of a project during the time in which the preceding parties were performing on a contract?

(NOTE: If an appeal of the citation has been filed and there is no ruling yet, or if there is a court appeal pending, you need not include information about the citation.)

Yes       No

**0 to 1 instance                    = 5 points**  
**2 instances                        = 3 points**  
**More than 2 instances        = 0 points**

If “yes,” on separate page describe the citations, the party against whom the citation was made, date of citation, nature of the violation, project on which the citation was issued, owner of project, and the amount of penalty paid, if any. State the case number and date of any decision.

- A-18. How often does the Design-Build Entity require documented safety meetings to be held for construction employees and field supervisors during the course of a project?

Frequency of documented safety meetings: \_\_\_\_\_

**At least once a week            = 10 points**  
**Once every two weeks         = 5 points**  
**Less than every two weeks    = 0 points**

- A-19. List the Design-Build Entity’s Experience Modification Rate (EMR) (California Workers’ Compensation insurance) for each of the past three premium years:

(NOTE: An Experience Modification Rate is issued to your firm annually by your Workers’ Compensation insurance carrier.)

Year: 2016                    EMR: \_\_\_\_\_

Year: 2015                    EMR: \_\_\_\_\_

Year: 2014                    EMR: \_\_\_\_\_

**Average EMR for the past 3 years:**  
**0.85 or less                    = 10 points**  
**Between 0.86 and 1.00       = 5 points**  
**1.00 or greater                = 0 points**

If your EMR for any of these three years is 1.00 or higher you may attach a letter of explanation.

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A-20. Has there ever been a period when the Design-Build Entity or its associates had employees but was without Workers' Compensation insurance or state-approved self-insurance?

Yes       No

**0 instances = 5 points**

**More than 0 instances = 0 points**

If "yes," please explain the reason for the absence of Workers' Compensation insurance on a separate page. If "No," please provide a statement by your current Workers' Compensation insurance carrier that verifies periods of Workers' Compensation insurance coverage for the Design-Build Entity.

A-21. Has there been more than one occasion in which the Design-Build Entity or its associates were required to pay either back wages or penalties for failure to comply with the state's prevailing wage laws?

Yes       No

**0 to 2 instances = 5 points**

**3 instances = 3 points**

**More than 3 instances = 0 points**

If "yes," attach a separate page, describing the violator, nature of each violation, name of the project, date of its completion, the public agency for which it was constructed, the number of employees who were initially underpaid and the amount of back wages and penalties that were assessed.

A-22. Has there been more than one occasion in which the Design-Build Entity or its associates were penalized or required to pay back wages for failure to comply with the Federal Davis-Bacon prevailing wage requirements?

Yes       No

**0 to 2 instances = 5 points**

**3 instances = 3 points**

**More than 3 instances = 0 points**

If "yes," attach a separate page, describing the violator, nature of each violation, name of the project, date of its completion, the public agency for which it was constructed, the number of employees who were initially underpaid and the amount of back wages and penalties that were assessed.

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A-23. If the Design-Build Entity operates its own State-approved apprenticeship program, provide the following information on a separate page:

- (a) Identify the craft or crafts in which you provided apprenticeship training in the past year.
- (b) State the year in which each such apprenticeship program was approved, and attach evidence of the most recent California Apprenticeship Council approval(s) of your apprenticeship program(s).
- (c) State the number of individuals who were employed by your firm as apprentices at any time during the past three years in each apprenticeship and the number of persons who, during the past three years, completed apprenticeships in each craft while employed by your firm.

**No scoring**

A-24. Has the Design-Build Entity its associates been found to have violated any provision of California apprenticeship laws or regulations, or the laws pertaining to use of apprentices on public works?

Yes       No

**0 to 2 instances = 5 points**

**3 instances = 3 points**

**More than 3 instances = 0 points**

If "yes," provide the date of the findings and attach a copy of the final decision.

Date(s) of Findings: \_\_\_\_\_

A-25. Do agreements exist between the Design-Build Entity and registered apprenticeship programs which have been approved by the California Apprenticeship Council and have graduated apprentices for all apprenticeable crafts which may be employed by the Design-Build Entity on this project?

(This graduation requirement shall not apply to programs providing apprenticeship training for any craft that has not been deemed by the Department of Labor and the Department of Industrial Relations to be an apprenticeable craft within the period of October 1995 to October 2000.)

Yes       No

**Yes = 5 points**

**No = 0 points**

**SECTION III (A): SCORED QUESTIONS FOR THE DESIGN-BUILD ENTITY**

**MAXIMUM POSSIBLE SCORE IS 155 POINTS. A MINIMUM SCORE OF 110 POINTS MUST BE ATTAINED OR THE DESIGN-BUILD ENTITY WILL BE RATED AS NOT QUALIFIED.**

**SECTION III (B): SCORED QUESTIONS FOR THE GENERAL CONTRACTOR**

(Not required if the Design-Build Entity is the General Contractor.)

The term “General Contractor” means the member of the Design-Build Team that will have the primary responsibility for the construction of the project. Duplicate and submit for each General Contractor if more than one.

The term “Associates” shall mean all of the following:

- The current qualifiers for all current Contractors State License Board contracting licenses held by the General Contractor.
- All current officers of a General Contractor which is a corporation.
- All current partners of a General Contractor which is a partnership.
- All current joint venturers of the joint venture General Contractor which is seeking prequalification.

B-1 How many years has the General Contractor been licensed in California?

Years: \_\_\_\_\_

- 5 years or less = 0 points**
- 6 years = 1 point**
- 7 years = 3 points**
- 8 years or more = 5 points**

B-2. Is the General Contractor or its associates currently the debtor in a bankruptcy or receivership case?

Yes                       No

- Yes = 0 points**
- No = 10 points**

If “yes,” indicate the case number, bankruptcy court, and the date on which the petition was filed.

\_\_\_\_\_                      \_\_\_\_\_                      \_\_\_\_\_  
Case Number                      Bankruptcy Court                      Date Filed

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B-3. Has the General Contractor or its associates ever been in bankruptcy or receivership at any time? (This question refers only to a bankruptcy action that was not described in answer to question B-2, above.)

Yes       No

**Yes = 0 points**

**No = 10 points**

If "yes," indicate the case number, bankruptcy court, and the date on which the petition was filed.

\_\_\_\_\_

Case Number

\_\_\_\_\_

Bankruptcy Court

\_\_\_\_\_

Date Filed

B-4. Has the General Contractor, its associates, or managing employees ever been assessed liquidated damages of more than a total **\$30,000** on a construction contract with either a public or private owner?

Yes       No

**0 to 1 Project = 10 points**

**2 Projects = 3 points**

**More than 2 Projects = 0 points**

If yes, explain on a separate page, identifying all such projects by owner, owner's address, name of entity against whom assessment was made, the date of completion of the project, total amount of liquidated damages assessed and all other information necessary to fully explain the assessment of liquidated damages.

B-5. Has the General Contractor, its associates or managing employees ever been declared by an owner, or found by an arbitrator or court to be in default on a construction contract?

Yes       No

**Yes = 0 points**

**No = 5 points**

If "yes," explain on a separate page.

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B-6. Has the General Contractor, its associates or managing employees, been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason?

Yes       No

**Yes = 0 points**

**No = 10 points**

If “yes,” explain on a separate page. State the name of the organization debarred, the year of the event, the owner of the project, and the basis for the action.

B-7. Has the General Contractor, its associates or managing employees ever been denied an award of a public works contract based on a finding by a public agency that they were not a responsible or responsive bidder?

Yes       No

**Yes = 0 points**

**No = 5 points**

If “yes,” on a separate page identify the year of the event, the entity denied the award, the owner, the project, and the basis for the finding by the public agency.

(NOTE: The following two questions refer only to disputes between General Contractors and owners of projects. You need not include information about disputes with suppliers, other contractors, or subcontractors. You need not include information about “pass-through” disputes in which the actual dispute is between a subcontractor and a project owner.)

B-8. In the past five years has any claim in excess of **\$30,000** been filed in court, arbitration, or other dispute resolution proceeding against the General Contractor or its associates concerning their work on a construction project?

Yes       No

**0 to 1 instance = 5 points**

**2 instances = 3 points**

**More than 2 instances = 0 points**

If “yes,” on a separate page identify the claim(s) by providing the project name, date of the claim, name of the claimant, the name of the entity the claim was filed against, a brief description of the nature of the claim, the court and case number, and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution).

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B-9. In the past five years has the General Contractor or its associates made any claim in excess of **\$30,000** against a project owner concerning work on a project or payment for a contract and filed that claim in court or arbitration?

Yes       No

**0 to 1 instance                    = 5 points**

**2 instances                        = 3 points**

**More than 2 instances = 0 points**

If “yes,” on a separate page identify the claim by providing the name of claimant, the project name, date of the claim, name of the entity (or entities) against whom the claim was filed, a brief description of the nature of the claim, the court and case number, and a brief description of the status of the claim (pending, or if resolved, a brief description of the resolution).

B-10. Has any insurance carrier, for any form of insurance, refused to renew the insurance policy for the General Contractor or its associates due to non-payment or contractor losses?

Yes       No

**Yes = 0 points**

**No = 5 points**

If “yes,” on a separate page give name of the insured, name the insurance carrier, the form of insurance, and the year of the refusal.

B-11. Has the General Contractor, its associates or managing employees ever been found liable in a civil suit or found guilty in a criminal action for, or legally admitted for the purpose of a criminal plea to making any false claim or material misrepresentation to any public entity?

Yes       No

**Yes = (-5) points**

**No = 5 points**

If “yes,” explain on a separate page, including identifying who was found liable or guilty, the court and case number, the name of the public entity, the civil or criminal verdict, the date and the basis for the finding.

B-12. Has the General Contractor, its associates, or managing employees ever been convicted of a crime involving any federal, state, or local law related to construction?

Yes       No

**Yes = (-10) points**

**No = 5 points**

If “yes,” explain on a separate page, including identifying who was convicted, the name of the victim, the date of the conviction, the court and case number, the crimes, and the grounds for the conviction.

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B-13. Has the General Contractor, its associates or managing employees ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?

Yes       No

**Yes = (-10) points**

**No = 5 points**

If “yes,” identify on a separate page, the person or persons convicted, the court and case number, the crimes, and the year convicted.

B-14. Has there ever been a period of time when the General Contractor or its associates had no surety bond in place during a public construction project when one was required?

Yes       No

**Yes = 0 points**

**No = 10 points**

If “yes,” indicate the period during which no surety bonds were in place, name of entity without the surety bond, the name of project owner, and if coverage was denied, the date coverage was denied and the name of the company that denied coverage.

B-15. Has CAL OSHA cited and assessed penalties against the General Contractor, its associates or managing employee for any “serious,” “willful” or “repeat” violations of its safety or health regulations?

(NOTE: If you have filed an appeal of a citation, and the Occupational Safety and Health Appeals Board has not yet ruled on your appeal, you need not include information about it.)

Yes       No

**0 to 1 instance = 5 points**

**2 instances = 3 points**

**More than 2 instances = 0 points**

If “yes,” on separate page describe the citations, the party against whom the citation was made, date of citation, nature of the violation, project on which the citation was issued, owner of project, and the amount of penalty paid, if any. State the case number and date of any OSHAB decision.

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- B-16. Has the Federal Occupational Safety and Health Administration cited and assessed penalties against the General Contractor, its associates or managing employees?

(NOTE: If an appeal of the citation has been filed and the Appeals Board has not yet ruled, or if there is a court appeal pending, you need not include information about the citation.)

Yes       No

**0 to 1 instance                    = 5 points**  
**2 instances                        = 3 points**  
**More than 2 instances        = 0 points**

If “yes,” on separate page describe the citations, the party against whom the citation was made, date of citation, nature of the violation, project on which the citation was issued, owner of project, and the amount of penalty paid, if any. State the case number and date of any decision.

- B-17. Has the Environmental Protection Agency , any Air Quality Management District or any Regional Water Quality Control Board cited and assessed penalties against either the General Contractor, its associates, managing employees or the owner of a project during the time in which the preceding parties were performing on a contract?

(NOTE: If an appeal of the citation has been filed and there is no ruling yet, or if there is a court appeal pending, you need not include information about the citation.)

Yes       No

**0 to 1 instance                    = 5 points**  
**2 instances                        = 3 points**  
**More than 2 instances        = 0 points**

If “yes,” on separate page describe the citations, the party against whom the citation was made, date of citation, nature of the violation, project on which the citation was issued, owner of project, and the amount of penalty paid, if any. State the case number and date of any decision.

- B-18. How often does the General Contractor require documented safety meetings to be held for construction employees and field supervisors during the course of a project?

Frequency of documented safety meetings: \_\_\_\_\_

**At least once a week            = 10 points**  
**Once every two weeks         = 5 points**  
**Less than every two weeks    = 0 points**

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- B-19. List the General Contractor's Experience Modification Rate (EMR) (California Workers' Compensation insurance) for each of the past three premium years:

(NOTE: An Experience Modification Rate is issued to your firm annually by your Workers' Compensation insurance carrier.)

Year: 2016                      EMR: \_\_\_\_\_

Year: 2015                      EMR: \_\_\_\_\_

Year: 2014                      EMR: \_\_\_\_\_

**Average EMR for the past 3 years:**

**0.85 or less                      = 10 points**

**Between 0.86 and 1.00 = 5 points**

**1.00 or greater                = 0 points**

If your EMR for any of these three years is 1.00 or higher you may attach a letter of explanation.

- B-20. Has there ever been a period when the General Contractor or its associates had employees but was without Workers' Compensation insurance or state-approved self-insurance?

Yes                       No

**0 instances                      = 5 points**

**More than 0 instances = 0 points**

If "yes," please explain the reason for the absence of Workers' Compensation insurance on a separate page. If "No," please provide a statement by your current Workers' Compensation insurance carrier that verifies periods of Workers' Compensation insurance coverage for the General Contractor.

- B-21. Has there been more than one occasion in which the General Contractor or its associates were required to pay either back wages or penalties for failure to comply with the state's prevailing wage laws?

Yes                       No

**0 to 2 instances                = 5 points**

**3 instances                      = 3 points**

**More than 3 instances = 0 points**

If "yes," attach a separate page, describing the violator, nature of each violation, name of the project, date of its completion, the public agency for which it was constructed, the number of employees who were initially underpaid and the amount of back wages and penalties that were assessed.

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B-22. Has there been more than one occasion in which the General Contractor or its associates were penalized or required to pay back wages for failure to comply with the Federal Davis-Bacon prevailing wage requirements?

Yes       No

**0 to 2 instances = 5 points**

**3 instances = 3 points**

**More than 3 instances = 0 points**

If "yes," attach a separate page, describing the violator, nature of each violation, name of the project, date of its completion, the public agency for which it was constructed, the number of employees who were initially underpaid and the amount of back wages and penalties that were assessed.

B-23. If the General Contractor operates its own State-approved apprenticeship program, provide the following information on a separate page:

(a) Identify the craft or crafts in which you provided apprenticeship training in the past year.

(b) State the year in which each such apprenticeship program was approved, and attach evidence of the most recent California Apprenticeship Council approval(s) of your apprenticeship program(s).

(c) State the number of individuals who were employed by your firm as apprentices at any time during the past three years in each apprenticeship and the number of persons who, during the past three years, completed apprenticeships in each craft while employed by your firm.

**No scoring**

B-24. Has the General Contractor its associates been found to have violated any provision of California apprenticeship laws or regulations, or the laws pertaining to use of apprentices on public works?

Yes       No

**0 to 2 instances = 5 points**

**3 instances = 3 points**

**More than 3 instances = 0 points**

If "yes," provide the date of the findings and attach a copy of the final decision.

Date(s) of Findings: \_\_\_\_\_

Sonoma County Adult Detention Behavioral Health Unit  
Request for Qualifications for Design-Build Entity

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B-25. Do agreements exist between the General Contractor and registered apprenticeship programs which have been approved by the California Apprenticeship Council and have graduated apprentices for all apprenticeable crafts which may be employed by the General Contractor on this project?

(This graduation requirement shall not apply to programs providing apprenticeship training for any craft that has not been deemed by the Department of Labor and the Department of Industrial Relations to be an apprenticeable craft within the period of October 1995 to October 2000.)

Yes       No

**Yes = 5 points**

**No = 0 points**

**SECTION III (B): SCORED QUESTIONS FOR THE GENERAL CONTRACTOR**

**MAXIMUM POSSIBLE SCORE IS 155 POINTS (to be averaged with the Design-Build Entity score if the Design-Build Entity is not the General Contractor).**

**SECTION III (C): SCORED QUESTIONS FOR THE ARCHITECT OF RECORD**

The Architect of Record is the Architect who will have primary responsibility for design work under the contract. Attach copies if more than one Architect of Record.

“Firm” shall mean the firm that employs the Architect of Record.

The nature of the project will dictate the discipline(s) of the Architect of Record(s). Attach additional copies if more than one Architect of Record.

Name of Principal Architect of Record: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

C-1. How many years has the Architect of Record been licensed and practicing in California?

Years: \_\_\_\_\_

- 5 years or less = 0 points**
- 6 years = 3 points**
- 7 years = 5 points**
- 8 years or more = 10 points**

C-2. Is the firm currently the debtor in a bankruptcy or receivership case?

Yes       No

- Yes = 0 points**
- No = 10 points**

If “yes,” indicate the case number, bankruptcy court, and the date on which the petition was filed.

\_\_\_\_\_

Case Number	Bankruptcy Court	Date Filed
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C-3. Was the firm in bankruptcy or receivership at any time? (This question refers only to a bankruptcy action that was not described in answer to question C-2, above.)

Yes       No

- Yes = 0 points**
- No = 10 points**

If “yes,” indicate the case number, bankruptcy court, and the date on which the petition was filed.

\_\_\_\_\_

Case Number	Bankruptcy Court	Date Filed
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Sonoma County Adult Detention Behavioral Health Unit  
Request for Qualifications for Design-Build Entity

---

C-4. In the past five years has any claim in excess of **\$30,000** been filed in court, arbitration, or other dispute resolution proceeding against the Architect of Record or the firm concerning its engineering work on a project?

Yes       No

**0 to 1 instances                    = 5 points**

**2 to 3 instances                    = 3 points**

**More than 3 instances = 0 points**

If “yes,” identify the claim(s) by providing the project name, date of the claim, name of the claimant, a brief description of the nature of the claim, the court and case number, and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution).

C-5. Has the Architect of Record or the firm been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason?

Yes       No

**Yes = 0 points**

**No = 10 points**

If “yes,” explain on a separate page. State the name of the organization debarred, the year of the event, the owner of the project, and the basis for the action.

C-6. Has the Architect of Record or the firm or its managing employees ever been denied an award of a public works contract based on a finding by a public agency that they were not a responsible or responsive bidder as required by statute for all members of the DBE?

Yes       No

**0 instances                        = 5 points**

**1 to 2 instances                    = 3 points**

**More than 2 instances = 0 points**

If “yes,” on a separate page identify the year of the event, the entity denied the award, the owner, the project, and the basis for the finding by the public agency.

Sonoma County Adult Detention Behavioral Health Unit  
Request for Qualifications for Design-Build Entity

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C-7. In the past five years has the Architect of Record or the firm made any claim in excess of **\$30,000** against a project owner concerning engineering work on a project and filed that claim in court or arbitration?

Yes       No

**0 instances = 5 points**

**1 to 3 instances = 3 points**

**More than 3 instances = 0 points**

If “yes,” on separate page identify the claim by providing the project name, date of the claim, name of the entity (or entities) against whom the claim was filed, a brief description of the nature of the claim, the court and case number, and a brief description of the status of the claim (pending, or if resolved, a brief description of the resolution).

C-8. Has any insurance carrier, for any form of insurance, refused to renew an insurance policy for the Architect of Record or the firm based on non-payment or losses?

Yes       No

**Yes = (-5) points**

**No = 5 points**

If “yes,” on separate page give name the insurance carrier, the form of insurance and the year of the refusal.

C-9. Has the Architect of Record or the firm or its managing employees ever been found liable in a civil suit or found guilty in a criminal action for, or legally admitted for the purpose of a criminal plea to making any false claim or material misrepresentation to any public agency or entity?

Yes       No

**Yes = (-5) points**

**No = 5 points**

If “yes,” on a separate page identify who was found liable or convicted, the name of the public agency, the court and case number, the date of the investigation and the grounds for the finding.

C-10. Has the Architect of Record or the firm ever been convicted of a crime involving any federal, state, or local law related to construction?

Yes       No

**Yes = (-5) points**

**No = 5 points**

If “yes,” on a separate page identify who was convicted, the name of the victim, the date of the conviction, the court and case number, the crimes, and the grounds for the conviction.

Sonoma County Adult Detention Behavioral Health Unit  
Request for Qualifications for Design-Build Entity

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C-11. Has the Architect of Record or the firm ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?

Yes       No

**Yes = (-5) points**

**No = 5 points**

If "yes," on a separate page identify who was convicted, the court and case number, the crimes and the year convicted.

C-12. Has the Department of Consumer Affairs taken any disciplinary action against the Architect of Record?

Yes       No

**Yes = (-10) points**

**No = 5 points**

If "yes," please explain on a separate page.

**SECTION III (C): SCORED QUESTIONS FOR THE ARCHITECT OF RECORD**

**MAXIMUM POSSIBLE SCORE IS 80 POINTS.**

**SECTION III (D): SCORED QUESTIONS FOR THE DESIGN ARCHITECT**

(Required if the Design Architect is not the Architect of Record.)

The Design Architect is the Architect who will have design responsibility in addition to the Architect of Record.

“Firm” shall mean the firm that employs the Design Architect.

The nature of the project will dictate the discipline(s) of the Design Architect(s). Attach additional copies if more than one Design Architect.

Name of Principal Design Architect: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

D-1. How many years has the Design Architect been licensed and practicing in California?

Years: \_\_\_\_\_

- 5 years or less = 0 points**
- 6 years = 3 points**
- 7 years = 5 points**
- 8 years or more = 10 points**

D-2. Is the firm currently the debtor in a bankruptcy or receivership case?

Yes       No

- Yes = 0 points**
- No = 10 points**

If “yes,” indicate the case number, bankruptcy court, and the date on which the petition was filed.

\_\_\_\_\_

Case Number	Bankruptcy Court	Date Filed
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D-3. Was the firm in bankruptcy or receivership at any time? (This question refers only to a bankruptcy action that was not described in answer to question D-2, above.)

Yes       No

- Yes = 0 points**
- No = 10 points**

If “yes,” indicate the case number, bankruptcy court, and the date on which the petition was filed.

\_\_\_\_\_

Case Number	Bankruptcy Court	Date Filed
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Sonoma County Adult Detention Behavioral Health Unit  
Request for Qualifications for Design-Build Entity

---

D-4. In the past five years has any claim in excess of **\$30,000** been filed in court, arbitration, or other dispute resolution proceeding against the Design Architect or the firm concerning its engineering work on a project?

Yes       No

**0 to 1 instances                    = 5 points**

**2 to 3 instances                    = 3 points**

**More than 3 instances = 0 points**

If “yes,” identify the claim(s) by providing the project name, date of the claim, name of the claimant, a brief description of the nature of the claim, the court and case number, and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution).

D-5. Has the Design Architect or the firm been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason?

Yes       No

**Yes = 0 points**

**No = 10 points**

If “yes,” explain on a separate page. State the name of the organization debarred, the year of the event, the owner of the project, and the basis for the action.

D-6. Has the Design Architect or the firm or its managing employees ever been denied an award of a public works contract based on a finding by a public agency that they were not a responsible or responsive bidder as required by statute for all members of the DBE?

Yes       No

**0 instances                         = 5 points**

**1 to 2 instances                    = 3 points**

**More than 2 instances = 0 points**

If “yes,” on a separate page identify the year of the event, the entity denied the award, the owner, the project, and the basis for the finding by the public agency.

Sonoma County Adult Detention Behavioral Health Unit  
Request for Qualifications for Design-Build Entity

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D-7. In the past five years has the Design Architect or the firm made any claim in excess of **\$30,000** against a project owner concerning engineering work on a project and filed that claim in court or arbitration?

Yes       No

**0 instances = 5 points**

**1 to 3 instances = 3 points**

**More than 3 instances = 0 points**

If “yes,” on separate page identify the claim by providing the project name, date of the claim, name of the entity (or entities) against whom the claim was filed, a brief description of the nature of the claim, the court and case number, and a brief description of the status of the claim (pending, or if resolved, a brief description of the resolution).

D-8. Has any insurance carrier, for any form of insurance, refused to renew an insurance policy for the Design Architect or the firm based on non-payment or losses?

Yes       No

**Yes = (-5) points**

**No = 5 points**

If “yes,” on separate page give name the insurance carrier, the form of insurance and the year of the refusal.

D-9. Has the Design Architect or the firm or its managing employees ever been found liable in a civil suit or found guilty in a criminal action for, or legally admitted for the purpose of a criminal plea to making any false claim or material misrepresentation to any public agency or entity?

Yes       No

**Yes = (-5) points**

**No = 5 points**

If “yes,” on a separate page identify who was found liable or convicted, the name of the public agency, the court and case number, the date of the investigation and the grounds for the finding.

D-10. Has the Design Architect or the firm ever been convicted of a crime involving any federal, state, or local law related to construction?

Yes       No

**Yes = (-5) points**

**No = 5 points**

If “yes,” on a separate page identify who was convicted, the name of the victim, the date of the conviction, the court and case number, the crimes, and the grounds for the conviction.

Sonoma County Adult Detention Behavioral Health Unit  
Request for Qualifications for Design-Build Entity

---

D-11. Has the Design Architect or the firm ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?

Yes       No

**Yes = (-5) points**

**No = 5 points**

If "yes," on a separate page identify who was convicted, the court and case number, the crimes and the year convicted.

D-12. Has the Department of Consumer Affairs taken any disciplinary action against the Design Architect?

Yes       No

**Yes = (-10) points**

**No = 5 points**

If "yes," please explain on a separate page.

**SECTION III (D): SCORED QUESTIONS FOR THE DESIGN ARCHITECT**

**MAXIMUM POSSIBLE SCORE IS 80 POINTS (to be averaged with the Architect of Record score if the Design Architect is not the Architect of Record).**

**SECTION IV: SCORED FINANCIAL QUESTIONS FOR THE DESIGN-BUILD ENTITY**

- A. Please fill in the following blanks based on the Design-Build Entity's latest audited financial statement. If the Design-Build Entity is a Joint Venture, Partnership, etc., combine assets and liabilities. **Three years of audited financial statements for each member of the DBE are required.**

Current Assets: \$ \_\_\_\_\_

Current Liabilities: \$ \_\_\_\_\_

Total Net Worth: \$ \_\_\_\_\_

Current Ratio (Assets/Liabilities): \_\_\_\_\_

Working Capital (Current Assets - Current Liabilities): \$ \_\_\_\_\_

**NET WORTH**

Less than \$25M = 0 points  
\$25M to \$50M = 5 points  
\$50M to \$100M = 10 points  
Greater than \$100M = 15 points

**CURRENT RATIO**

Less than 1.0 = 0 points  
1.0 to 1.15 = 5 points  
Over 1.15 = 10 points

**WORKING CAPITAL**

Less than \$10M = 0 points  
\$10M to \$20M = 5 points  
\$20M to \$40M = 10 points  
Greater than \$40M = 15 points

**MAXIMUM POSSIBLE SCORE IS 40 POINTS.**

**REQUEST FOR QUALIFICATIONS  
FOR  
PROSPECTIVE DESIGN-BUILD ENTITIES  
FOR THE  
SONOMA COUNTY ADULT DETENTION BEHAVIORAL HEALTH UNIT  
SANTA ROSA, CALIFORNIA**

**IV. STATEMENT OF QUALIFICATIONS (continued)**

**B. PART B – QUALIFICATIONS EXPERIENCE**

Section I: Narrative and Organizational Chart – See Instructions

Section II: Personnel Resume Template

Section III: Project Profile Template

Section IV: Project Reference Template

Section V: Working Relationship Matrix

Section VI: Project Management Approach – See Instructions

***It is anticipated the templates in this section will be recreated for ease of use in preparing responses.***

***Please insure that all of the information on each template is provided in the exact sequence and format as it is on the template including elements in bold and the scoring criteria.***

**SECTION I: NARRATIVE AND ORGANIZATIONAL CHART**  
See Instructions

**SECTION II: PERSONNEL RESUME TEMPLATE**

Maximum 2 pages per resume

Name \_\_\_\_\_ Title: \_\_\_\_\_

Firm: \_\_\_\_\_

**Years of Experience:** \_\_\_\_\_ **Years with this Firm:** \_\_\_\_\_

Education: \_\_\_\_\_

**Active Registrations, Licenses or Credentials:** \_\_\_\_\_

Awards: \_\_\_\_\_

Responsibilities on this Project: \_\_\_\_\_

**Experience:** Identify relevant projects on which employee has worked. Include a brief description of the project and **specifically** identify employee's roles, responsibilities and duration of involvement on the project.

Experience on similar projects: \_\_\_\_\_

Experience with California Detention Facilities: \_\_\_\_\_

Experience with Health Care / Mental Health Care Facilities: \_\_\_\_\_

Design-Build Experience: \_\_\_\_\_

Experience with Facilities Construction for Public Sector Clients (Identify California Projects): \_\_\_\_\_

Experience with energy efficiency/sustainable building design measures: \_\_\_\_\_

Other experience, training, education, and qualifications relevant to the proposed project: \_\_\_\_\_

Describe what makes this individual uniquely suited for this assignment: \_\_\_\_\_

**SECTION III: PROJECT PROFILE TEMPLATE**

Maximum 2 pages per project

Firm: \_\_\_\_\_

Firm's Role on Project: \_\_\_\_\_

Project Name: \_\_\_\_\_

Location: \_\_\_\_\_

Project Description: \_\_\_\_\_

\_\_\_\_\_

Firm's Project Manager: \_\_\_\_\_

Personnel on project being proposed for this Project: \_\_\_\_\_

\_\_\_\_\_

General Contractor (if not Firm): \_\_\_\_\_

Architect of Record (if not Firm): \_\_\_\_\_

Construction Manager: \_\_\_\_\_

Other Relevant Entities: \_\_\_\_\_

Project Type: \_\_\_\_\_ Gross Square Footage: \_\_\_\_\_

Scheduled Completion Date: \_\_\_\_\_ Actual Completion Date: \_\_\_\_\_

Explain Difference, if any: \_\_\_\_\_

\_\_\_\_\_

Original Const. Contract Amount: \_\_\_\_\_ Final Const. Contract Amount: \_\_\_\_\_

Explain Difference, if any: \_\_\_\_\_

\_\_\_\_\_

Delivery Method: \_\_\_\_\_

Sustainable Building Measures Incorporated: \_\_\_\_\_

\_\_\_\_\_

Relevance to this Project: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Awards: \_\_\_\_\_

Project Owner: \_\_\_\_\_

Owner's Representative: \_\_\_\_\_

E-mail Address: \_\_\_\_\_ Telephone: \_\_\_\_\_

***This form maybe reproduced/reprinted for use on each of the required project profiles being submitted.***

**SECTION IV: PROJECT REFERENCE TEMPLATE**

To be completed for each project included in Project Profiles

DISCIPLINE:	
<b>1</b>	<b>PROJECT NAME:</b>
	Reference Firm Name:
	Contact Name: Title:
	Phone Number: E-mail:
	Relationship to Project:
<b>2</b>	<b>PROJECT NAME:</b>
	Reference Firm Name:
	Contact Name: Title:
	Phone Number: E-mail:
	Relationship to Project:
<b>3</b>	<b>PROJECT NAME:</b>
	Reference Firm Name:
	Contact Name: Title:
	Phone Number: E-mail:
	Relationship to Project:
<b>4</b>	<b>PROJECT NAME:</b>
	Reference Firm Name:
	Contact Name: Title:
	Phone Number: E-mail:
	Relationship to Project:
<b>5</b>	<b>PROJECT NAME:</b>
	Reference Firm Name:
	Contact Name: Title:
	Phone Number: E-mail:
	Relationship to Project:

**SECTION V: WORKING RELATIONSHIP MATRIX**

	<i>Project Name</i>									
Project Executive										
Design Principal										
General Contractor Principal										
<b>DBE Project Director</b>										
<b>Design Project Manager</b>										
<b>Architect of Record</b>										
<b>Design Architect</b>										
<b>Project Architect</b>										
<b>Project Manager</b>										
<b>Design Manager</b>										
<b>General Superintendent</b>										
<b>MEP Superintendent</b>										
Quality Control Manager										
Project Controls Manager										
Safety Manager										

***Check boxes to indicate on which projects team members have worked. If a member has not worked on a project leave the box blank.***

**SECTION VI: PROJECT MANAGEMENT APPROACH**  
See Instructions

## **QUALIFICATIONS BASIS FOR SCORING**

### **PART A: QUESTIONNAIRE**

#### **Section I – Identification of the DBE and Primary Team Members**

This part seeks information about the make-up of the DBE, and is for identification purposes only. There is no scoring value for this part.

#### **Section II – Essential Requirements for the DBE (Pass/Fail)**

DBE will be disqualified for failure to respond to any question, or if a “Fail” is received on any of the questions, regardless of the results of the scored questions.

#### **Section III (A) – Scored Questions for the Design-Build Entity**

The maximum possible score for Section III (A) is 155 points. A minimum score of 110 points must be attained or the Design-Build Entity will be rated as not qualified.

#### **Section III (B) – Scored Questions for the General Contractor**

The maximum possible score for Section III (B) is 155 points. A minimum score of 110 points must be attained or the General Contractor will be rated as not qualified which in turn disqualifies the Design Build Entity. If the Design-Build Entity is different from the General Contractor the scores of the two questionnaires will be averaged.

#### **Section III (C) – Scored Questions for the Architect of Record**

The maximum possible score for III (C) is 80 points. A minimum score of 55 points must be attained or the Architect of Record will be rated as not qualified which in turn disqualifies the DBE.

#### **Section III (D) – Scored Questions for the Design Architect**

The maximum possible score for Section III (D) is 80 points. A minimum score of 55 points must be attained or the Design Architect will be rated as not qualified which in turn disqualifies the DBE. If The Architect of Record is different from the Design Architect the scores of the two questionnaires will be averaged.

#### **Section IV – Scored Financial Questions for the Design-Build Entity**

The maximum possible score for Section IV is 40 points.

**PART B: EXPERIENCE**

**Section I – Narrative and Organizational Chart**

The maximum possible score for Section I is 20 points based on relevance to the Project.

**Section II – Personnel Resumes**

The maximum possible score for Section II is 240 total points for 15 resumes based on relevance to the Project.

Key Positions (identified in bold text in the Instructions) have a maximum score of 20 points per resume. All other scored resumes have a maximum score of 10 points per resume.

Key Personnel Resumes:	9 resumes x 20 points (maximum)	=	180 points
Other Required Resumes:	6 resumes x 10 points (maximum)	=	60 points
Total Maximum Score:			240 points

**Section III – Project Profiles**

The maximum possible score for Section III is 100 total points for 10 project profiles based on relevance to the Project.

Maximum points per profile	=	10
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**Section IV – Project References**

The maximum possible score for Section IV is 100 points for 10 projects based on relevance to the Project.

Maximum points per reference	=	10
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**Section V – Working Relationship Matrix**

The maximum possible score for Section V is 50 points.

**Section VI – Project Management Approach**

The maximum possible score for Section VI is 100 points based on relevance to the Project.

Sonoma County Adult Detention Behavioral Health Unit  
Request for Qualifications for Design-Build Entity

**SCORING SUMMARY**

<b>Part A Questionnaire</b>		<b>Maximum Score</b>	<b>Minimum Score for DBE Qualification</b>
Section I:	Identification of DBE and Primary Team Members		
	I (A) Information about Design-Build Entity	N/A	N/A
	I (B) Information about General Contractor	N/A	N/A
	I (C) Information about the Architect of Record	N/A	N/A
	I (D) Information about the Design Architect	N/A	N/A
Section II:	Essential Requirements for the DBE	Pass	Pass
Section III:	Scored Questions for DBE and Primary Team Members		
	III (A) Scored Questions for the Design-Build Entity	155	110
	III (B) Scored Questions for the General Contactor (score will be averaged with DBE)		
	III (C) Scored Questions for Architect of Record (AOR)	80	55
	III (D) Scored Questions for Design Architect (score will be averaged with AOR)		
Section IV:	Scored Financial Questions for the Design-Build Entity	40	N/A
<b>Part A Questionnaire – Maximum Point Total</b>		<b>275</b>	<b>-</b>
<b>Part B Qualifications Experience</b>			
Section I:	Narrative and Organizational Chart	20	N/A
Section II:	Required Personnel Resumes		
	DBE – Project Executive	10	N/A
	DBE – Design Principal	10	N/A
	DBE – General Contractor Principal	10	N/A
	DBE – Project Director	20	N/A
	Design Team – Project Manager	20	N/A
	Design Team – Architect of Record	20	N/A
	Design Team – Design Architect	20	N/A
	Design Team – Project Architect	20	N/A
	Construction Team – Project Manager	20	N/A
	Construction Team – Design Manager	20	N/A
	Construction Team – General Superintendent	20	N/A
	Construction Team – MEP Superintendent	20	N/A
	Construction Team – Quality Control Manager	10	N/A
	Construction Team – Project Controls Manager	10	N/A
	Construction Team – Safety Manager	10	N/A
	Total Maximum Points (Personnel Resumes)	240	N/A
Section III:	Project Profiles		
	10 Projects @ 10 points maximum each	100	N/A
Section IV:	Project References		
	10 Projects @ 10 points maximum each	100	N/A
Section V:	Working Relationship Matrix	50	N/A
Section VI:	Project Management Approach	100	N/A
<b>Part B Qualifications Experience – Maximum Point Total</b>		<b>610</b>	<b>N/A</b>
<b>PARTS A and B – MAXIMUM POINT TOTAL</b>		<b>885</b>	<b>-</b>

**V. APPENDICES**

Appendix A – Design-Build Request for Proposal Stipend Agreement (Sample)

Appendix B – State Insurance Requirements

Appendix C – Reservation of Rights to Implement Owner Controlled Insurance Program

**APPENDIX A – DESIGN-BUILD REQUEST FOR PROPOSAL STIPEND AGREEMENT (SAMPLE)**

**COUNTY OF SONOMA  
DESIGN-BUILD REQUEST FOR PROPOSAL  
STIPEND AGREEMENT  
(SAMPLE)**

This Agreement (“Agreement”), dated as of \_\_\_\_\_, 2017 (“Effective Date”) is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter “County”) and \_\_\_\_\_ (hereinafter “Design-Build Entity” or “DBE”). For the purposes of this Agreement, County and Design-Build Entity are referred to individually as a “Party” and collectively as the “Parties”.

R E C I T A L S

WHEREAS, the General Services Agency of the County of Sonoma has pre-qualified three firms to provide technical responsive proposals based on the Request for Proposal dated \_\_\_\_\_, for the Sonoma County Adult Detention Behavioral Health Unit, Design-Build Project No. \_\_\_\_\_.

WHEREAS, the County intends to enter into a Design-Build Agreement with the firm that will provide the best value to the County, as determined by an evaluation committee, based on the criteria set forth in the Request for Proposal.

WHEREAS, it is the County’s intention to retain all of the qualified technical, responsive materials prepared by the Design-Build Entities that are not selected.

NOW, THEREFORE, participating Design-Build Entities agree that if they are not selected, they will provide the work product developed in response to the Request for Proposal to the County in exchange for the agreed-upon sum in accordance with the Agreement as follows:

A G R E E M E N T

1. Services and Performance.

- 1.1 In connection with General Services Agency’s Request for Proposals dated \_\_\_\_\_, 2017 (“RFP”), for the Sonoma County Adult Detention Behavioral Health Unit (ADBHU), Design-Build, Project No. \_\_\_\_\_ (“Project”), the County of Sonoma retains the DBE to prepare a responsive technical proposal in accordance with the RFP.
- 1.2 All information, designs and ideas, description of approaches to the Project, etc., performed by the DBE pursuant to this Agreement shall be considered works for hire and shall become the property of County. DBE shall not copyright any of the material developed under this Agreement. DBE shall deliver all files in their original, modifiable format, (i.e. BIM, CAD, Excel, Word, etc.) prior to payment by County.

2. Compensation and Payment.

- 2.1 If the DBE is not awarded the Design-Build Contract by County, County agrees to pay the DBE a lump sum amount of Forty Thousand Dollars (\$40,000.00) for a responsive technical

Sonoma County Adult Detention Behavioral Health Unit  
Request for Qualifications for Design-Build Entity

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- proposal (“Stipend”) in accordance with the terms and provisions set forth in this Stipend Agreement. DBE shall only be awarded the stipend if the DBE delivers a responsive technical proposal that meets the standards set forth in the RFP, as determined by County and such sum will be full compensation for all of the unselected ADBHU Project Proposer's services and expenses, direct or indirect, including costs incidental to providing the services.
- 2.2 If County executes the Design-Build Contract with the DBE, the DBE will not be compensated for preparation of its technical proposal through this Agreement.
- 2.3 In the event the Design-Build Contract is not awarded, all shortlisted DBEs that have submitted technical proposals by the deadline set forth in the RFP, which County, in its sole discretion, has determined to be responsive to the RFP, and that have submitted an executed Stipend Agreement enclosed within its price proposal by the deadline set forth in the RFP, shall receive the Stipend.
- 2.4 In the event a Design-Build Contract is awarded and executed, all shortlisted DBEs, except the DBE that executed the Contract, that submitted technical proposals by the deadline set forth in the RFP, which County, in its sole discretion, determined to be responsive to the RFP, and that submitted an executed Stipend Agreement enclosed within its price proposal by the deadline set forth in the RFP, shall receive the Stipend.
- 2.5 Payment shall be made within ninety (90) days of the execution of the contract or the decision not to award a contract, provided that the County has received an undisputed invoice.
- 2.6 The DBE must not invoice the County for preparation of its Proposal until the Proposal has been determined to be responsive and all deliverables and services have been submitted and the County agrees that all deliverables and services required have been submitted and are acceptable.
- 2.7 Upon payment of said sum to DBE, County will have no further financial obligation to DBE under this Agreement, and DBE agrees not to make or pursue any claim for additional compensation through any remedy or for any reason.
3. Term. Unless otherwise provided herein, the provisions of this Agreement shall remain in full force and effect until execution of the Design-Build Contract or a one-year term from the date of the execution of this Agreement, whichever occurs last. Technical proposals are due by the dates set forth in the RFP.
4. Early Termination.
- 4.1 This Agreement may be terminated by County in whole or in part at any time if the interest of County necessitates such termination.
- 4.2 If County withdraws the RFP, this Agreement shall be considered terminated effective the date of the withdrawal.

Sonoma County Adult Detention Behavioral Health Unit  
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- 4.3 If this Agreement is terminated prior to the opening of the price proposals as set forth in the RFP, no payment will be made to the DBE.
- 4.4 If this Agreement is terminated after the opening of price proposals as set forth in the RFP and prior to execution of a Design-Build Contract, the DBE shall be entitled to the compensation set forth in Section 3.1, provided the DBE submitted a technical proposal in which County, in its sole discretion, determined to be responsive to the RFP, and that submitted an executed Stipend Agreement enclosed within its price proposal by the deadline set forth in the RFP.
- 4.5 The Board of Supervisors has the authority to terminate this Agreement on behalf of the County. In addition, the Purchasing Agent or General Services Department Head, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County.
5. Indemnification. Design-Build Entity 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 DBE, that arise out of, pertain to, or relate to DBE's or its agents', employees', subcontractors', or invitees' performance or obligations under this Agreement. DBE agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to such DBE's or its agents', employees', DBE's, subcontractors', or invitees' performance or obligations under this Agreement. DBE's obligations under this Section apply whether or not there is concurrent negligence on County's part, but to the extent required by law, excluding liability due to County's conduct. County shall have the right to select its legal counsel at DBE's expense, subject to DBE'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 DBE 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, Design-Build Entity shall maintain and shall require all of its subcontractors and other agents to maintain insurance as described in Exhibit A, which is attached hereto and incorporated herein by this reference.
7. Representations of Design-Build Entity.
- 7.1 Taxes. DBE 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. DBE 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 DBE'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, DBE agrees to furnish County with proof of payment of taxes on these earnings.
- 7.2 Records Maintenance. DBE 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

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any reasonable time. DBE shall maintain such records for a period of four (4) years following completion of work hereunder.

- 7.3 Conflict of Interest. DBE has read and is aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the California Government Code relating to conflict of interest of public officers and employees. DBE agrees that they are unaware of any financial or economic interest of any public officer or employee of the County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, the County may immediately terminate this Agreement by giving written notice thereof. DBE shall comply with the requirements of California Government Code Section 87100 et seq. during the term of this Agreement.
- 7.4 Statutory Compliance/Living Wage. DEB agrees to comply with, and to ensure compliance with 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, DBE 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.
- 7.5 DBE agrees to comply with all applicable federal, state and local laws, regulations, statutes and policies applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement.
- 7.6 Wages and Hours. Contractor shall comply with the Sonoma County Living Wage Ordinance and the Department of Industrial Relations prevailing wage rates. In the case of a conflict, the higher wage shall apply.
- 7.6.1 Contractor shall be subject to restrictions and penalties in accordance with Section 1770 et seq., of the Labor Code.
- 7.6.2 Posting. County will furnish to Contractor a copy of the Department of Industrial Relations' prevailing wage rates, which Contractor shall post.
- 7.6.3 Additional Classifications. If it becomes necessary to employ work classifications for which no rate has been determined, Contractor shall notify County immediately, who will obtain the additional prevailing rate which shall be applicable from the time of initial employment.
- 7.6.4 Payroll Records. Contractor shall comply with the payroll record keeping and availability requirements of Section 1776 of the Labor Code and mark and obliterate them as directed.
- 7.6.5 Travel and Subsistence Payments. Contractor shall make travel and subsistence payments to workers needed for performance of Work in accordance with Section

1773.1 of the Labor Code.

- 7.6.6 Apprentices. Prior to commencement of Work, Contractor shall contact the Division of Apprenticeship Standards and shall comply with Section 1777.5, 1777.6, and 1777.7 of the Labor Code and Title 8, Sections 200 et seq., of the CCR.
- 7.6.7 Contractor shall comply with Sections 1810 through 1815 of the Labor Code, which pertain to the maximum hours an employee may be required by law to work in any one Day, records to be kept, penalties, and overtime.
- 7.7 Nondiscrimination. Without limiting any other provision hereunder, DBE 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.
- 7.8 AIDS Discrimination. DBE 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.
- 7.9 Assignment of Rights. DBE 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 DBE in connection with this Agreement. DBE 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. DBE'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. DBE 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.
- 7.10 Ownership and Disclosure of Work Product. All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by DBE or DBE's subcontractors 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, DBE 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. DBE 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.

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- 7.11 Authority. The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of DBE.
8. 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.
9. Miscellaneous Provisions.
- 9.1 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.
- 9.2 Severability. 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. DBE 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. DBE and County acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.
- 9.3 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.
- 9.4 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.
- 9.5 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.
- 9.6 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.
- 9.7 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.

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- 9.8 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.
- 9.9 Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.
- 9.10 Negation of Partnership. In the performance of all services under this Agreement, DBE shall be, and acknowledges that DBE is, in fact and law, an independent DBE and not an agent or employee of County. DBE has and retains the right to exercise full supervision and control of the manner and methods of providing services to County under this Agreement. DBE retains full supervision and control over the employment, direction, compensation and discharge of all persons assisting DBE in the provision of services under this Agreement. With respect to DBE's employees, if any, DBE shall be solely responsible for payment of wages, benefits and other compensation, compliance with all occupational safety, welfare and civil rights laws, tax withholding and payment of employee taxes, whether federal, state or local, and compliance with any and all other laws regulating employment
- 9.11 Sole Agreement. This document, including the attachments hereto, contains the entire Agreement of the parties relating to the services, rights, obligations and covenants contained herein and assumed by the parties respectively. No inducements, representations or promises have been made, other than those recited in this Agreement. No oral promise, modification, or inducement shall be effective or given any force or effect.
- 9.12 Authority to Bind County. It is understood that DBE, in DBE's performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has no authority to bind County to any agreements or undertakings.
- 9.13 Non-Collusion Covenant. DBE represents and agrees that it has in no way entered into any contingent fee arrangement with any firm or person concerning the obtaining of this Agreement with County. DBE has received from County no incentive or special payments, nor considerations not related to the provision of services under this Agreement.

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

Sonoma County Adult Detention Behavioral Health Unit  
Request for Qualifications for Design-Build Entity

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DESIGN-BUILD ENTITY: \_\_\_\_\_

COUNTY: COUNTY OF SONOMA

By: \_\_\_\_\_

CERTIFICATES OF INSURANCE ON FILE WITH 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:

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

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

## Appendix A - Exhibit A

### County of Sonoma Contract Insurance Requirements

With respect to performance of work under this Agreement, Design-Build Entity (DBE) shall maintain and shall require all of its subcontractors 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 DBE 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 Employer's Liability Insurance

- a. Required if DBE 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. Employer's 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 DBE currently has no employees as defined by the Labor Code of the State of California, DBE agrees to obtain the above-specified Workers' Compensation and Employer's 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 DBE maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by DBE.
- 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. DBE is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether DBE has a claim against the insurance or is named as a party in any action involving the County.

- d. **County of Sonoma, its officers, agents, and employees** shall be additional insureds for liability arising out of operations by or on behalf of the DBE 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 DBE 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 DBE currently owns no autos, DBE 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.
- 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: Contract \_\_\_\_, Project \_\_\_\_.
- b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. DBE 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.

The name and address for Additional Insured endorsements and Certificates of Insurance is:

**County of Sonoma, Facilities Development & Management**  
**2300 County Center Drive, Suite A220**  
**Santa Rosa, CA 95403**

- c. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- d. DBE shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- e. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

## 7. Policy Obligations

DBE's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

## 8. Material Breach

If DBE 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 DBE resulting from said breach. Alternatively, County may purchase the required insurance, and without further notice to DBE, County may deduct from sums due to DBE any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.

## APPENDIX B – STATE INSURANCE REQUIREMENTS

### STATE INSURANCE REQUIREMENTS

#### 1. Insurance Obligations of the Participating County.

- a. Requirements during Construction. Not later than the start of construction, and continuing through completion of construction of the Project, the Participating County, at its own cost and expense, shall secure and maintain or cause to be secured and maintained (i) fire, lightning and extended coverage insurance on the Project, which initially may be in the form of a builder's risk policy providing coverage in an amount not less than the construction costs expended for the Project and, if no builder's risk insurance is in effect, shall be in the form of a commercial property policy in an amount equal to one hundred percent (100%) of the then current replacement cost of the Project, excluding the replacement cost of the unimproved real property constituting the Site (except that such insurance may be subject to a deductible clause not to exceed two million five hundred thousand dollars (\$2,500,000) for any one loss), and (ii) earthquake insurance (if such insurance is available on the open market from reputable insurance companies at a reasonable cost) on any structure comprising part of the Project in an amount equal to the full insurable value of such structure or the amount of the attributable portion of the Interim Financing, whichever is less (except that such insurance may be subject to a deductible clause not to exceed two million five hundred thousand dollars (\$2,500,000) for any one loss). The extended coverage endorsement shall, as nearly as practicable, cover loss or damage by explosion, windstorm, riot, aircraft, vehicle damage, smoke, vandalism and malicious mischief and such other hazards as are normally covered by such endorsement.

If such policy is expected to expire in accordance with its terms prior to execution of the Facility Sublease, the Participating County shall give written notice to the State Public Works Board (Board) and Board of State and Community Corrections (BSCC) forty-five (45) days prior to the expected expiration date.

- b. Requirements after Construction Completion. The Participating County, at its own cost and expense, shall secure and maintain or cause to be secured and maintained from an insurance company or companies approved to do business in the State and maintain after completion of construction and/or when placing the Project in operation, the following insurance coverage for the Project:
  - i. General liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence. Evidence of such insurance shall be on a General Liability Special Endorsement form and should provide coverage for premises and operations, contractual, personal injury and fire legal liability;
  - ii. By signing this Agreement, the Participating County hereby certifies that it is aware of the provisions of Section 3700, et seq., of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and that it will comply, and it will cause its subtenants and assignees to comply, with such provisions at all such times as they may apply during the term of this Agreement.

Sonoma County Adult Detention Behavioral Health Unit  
Request for Qualifications for Design-Build Entity

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- iii. Auto insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of not less than one million dollars (\$1,000,000) per occurrence. Such insurance shall include coverage for all “owned,” “hired” and “non-owned” vehicles or coverage for any auto.
- c. Additional Insureds. The Participating County agrees that the Board and the BSCC and their respective officers, agents and employees shall be included as additional insured in all insurance required herein.
- d. Insurance Certificate. Any and all insurance policies related to the Project shall name the Board and the BSCC as additional insured parties and the Participating County shall deliver to the Agencies a certificate or certificates of insurance authorized by the insurers describing the insurance coverage and stating that it is in full force and effect.
- e. Self-Insurance. Notwithstanding any other provision of this Section, the Participating County may satisfy the insurance obligations hereunder by a combination of commercial insurance, formal risk pooling under the statutory provisions of the State, and/or a self-funded loss reserve in whatever proportions are deemed appropriate by the Participating County. The Participating County shall furnish the Board and BSCC with a certificate or other written evidence of the Participating County’s election to provide or cause to be provided all or part of its coverage under a risk pooling, risk retention, or self-insurance program or any combination thereof.

**2. Insurance Obligations of the BSCC.**

If the insurance required in 1.a. expires in accordance with its terms prior to execution of the Facility Sublease, the BSCC shall, at its own cost and expense, procure and maintain or cause to be procured and maintained (i) property casualty insurance in an amount equal to one hundred percent (100%) of the then current replacement cost of the Project, excluding the replacement cost of the unimproved real property constituting the Site (except that such insurance may be subject to a deductible clause not to exceed two million five hundred thousand dollars (\$2,500,000) for any one loss), and (ii) earthquake insurance (if such insurance is available on the open market from reputable insurance companies at a reasonable cost) on any structure comprising part of the Project in an amount equal to the full insurable value of such structure or the amount of the attributable portion of the Interim Financing, whichever is less (except that such insurance may be subject to a deductible clause not to exceed two million five hundred thousand dollars (\$2,500,000) for any one loss). The extended coverage endorsement shall, as nearly as practicable, cover loss or damage by explosion, windstorm, riot, aircraft, vehicle damage, smoke, vandalism and malicious mischief and such other hazards as are normally covered by such endorsement. The property casualty insurance shall be in a form satisfactory and with carriers which are acceptable to the Board.

**3. Disposition of Insurance Proceeds.**

The Participating County agrees and acknowledges that the Board, in its sole discretion, may elect to use the proceeds of insurance procured pursuant to this Agreement to repay the Interim Loan and related costs. However, in the event of (i) damage or destruction of the Project caused by the perils covered by the insurance procured pursuant to this Agreement and (ii) if the Board elects to repay the Interim Loan and related costs, and (iii) if any insurance proceeds remain after the

Sonoma County Adult Detention Behavioral Health Unit  
Request for Qualifications for Design-Build Entity

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Interim Loan and related costs have been repaid, and (iv) such remaining insurance proceeds are distributed to the BSCC, then the BSCC agrees to distribute such remaining proceeds to the Participating County.

Nothing within these requirements shall preclude County from procuring insurance beyond the required limits and from distributing any proceeds from that additional insurance according to the County's needs, i.e., to cover any cash loss or business interruption loss incurred by the County.

## **APPENDIX C – RIGHT TO IMPLEMENT OWNER CONTROLLED INSURANCE PROGRAM**

### **RESERVATION OF RIGHTS TO IMPLEMENT OWNER CONTROLLED INSURANCE PROGRAM**

1. Design-Build Entity, General Contractor, Subcontractors and Professional Architects/Engineers are required to obtain and maintain certain insurance coverages as determined by the Owner. Owner hereby reserves the right to modify the insurance requirements described in the RFQ, including but not limited to the right to implement an Owner Controlled Insurance Program (“OCIP”) for the Project.
2. In the event an OCIP is implemented, the OCIP will provide certain specified insurance coverages for Owner, Design-Build Entity, General Contractor and, Subcontractors working on the Project, who are eligible for, and properly enrolled in the OCIP. The insurance coverages that may potentially be included in the OCIP include, but are not limited to, Workers' Compensation Insurance/Employer's Liability Insurance, Commercial General Liability Insurance, and Excess Liability Insurance. The selection of insurance coverages that may be included in the OCIP, and the limits, terms, and conditions of coverage, shall be established by the Owner, in its sole discretion. The coverages included in the OCIP will be identified by Owner, in writing, if and when the Owner decides to implement an OCIP for the Project.
3. In the event an OCIP is implemented, Design-Build Entity, General Contractor and any Subcontractor eligible for the OCIP shall be required to enroll in the OCIP. As part of the OCIP enrollment process, Design-Build Entity, Contractor and each eligible Subcontractor may be required to provide information to Owner, or its agents, sufficient to enable Owner to determine their reduction in insurance costs due to enrollment in the OCIP. In order to enroll in the OCIP, Design-Build Entity, General Contractor and any eligible Subcontractor will agree to accept an insurance credit, which may involve excluding from their contract price an amount equal to their reduction in insurance costs due to enrollment in the OCIP, or other form of insurance credit as County deems appropriate. The methodology and procedures for identifying the insurance credit, and enrolling in the OCIP, will be established in writing by the Owner, if and when an OCIP is implemented.
4. In the event an OCIP is implemented, Design-Build Entity, General Contractor and all Subcontractors will still be required to maintain other insurance coverages that are not provided under the OCIP. For example, Design Build Entity, General Contractor and Subcontractors will generally still be required to maintain off-site Workers’ Compensation, off-site Commercial General Liability, and Commercial Automobile Liability Insurance.
5. In the event an OCIP is implemented, certain members of the Design-Build team will be ineligible for the program. County anticipates that the OCIP Coverages will not cover the following “Excluded Parties”:
  - a. Hazardous materials remediation, removal, and/or transport companies and their consultants.
  - b. Architects, surveyors, engineers, and soil testing engineers, and their consultants.

- c. Vendors, suppliers, fabricators, material dealers, truckers, haulers, drivers, and others that merely transport, pick up, deliver, or carry materials, personnel, parts, or equipment, or any other items or persons to or from the Project Site.
- d. Contractor and each of its respective Subcontractors of all tiers that do not perform any actual labor at the Project Site; and any parties or entities not specifically identified or excluded by Owner, in its sole discretion, even if they are otherwise eligible.

**End of Request for Qualifications**

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# SONOMA COUNTY BHHU

BEHAVIORAL HEALTH HOUSING UNIT PROJECT

2777 Ventura Ave, Santa Rosa CA. 95403



SCHEMATIC DESIGN

SEPTEMBER 16, 2016

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**DESIGN CRITERIA:**

The new Behavioral Health Housing Unit (BHHU) will be built on a site adjacent to the existing Main Adult Detention Facility (MADF). The expansion offers a more holistic approach to treatment for those inmate-patients with medical/mental health needs. The primary focus is treatment in a therapeutic health care environment with a custody overlay. Security staff will be present to ensure safety of staff and inmate patients and will work in partnership with Medical and Mental health care staff providing treatment and services at the housing unit. Increased program space is provided to allow treatment staff to implement programs for the specific needs of medical/mental health inmate-patients with a continuum of care not only within the facility but through release. The expansion of programming space will allow the County to provide more evidence-based programs and cognitive behavioral therapy to the medical/mental health population in a physical layout that is secure and safe for both staff and inmates. The goal is to reduce recidivism by providing the best possible evidence-based programs and treatment that will allow inmate-patients to flourish once they re-enter the community. Features that support evidence based programs include:

- ❑ Increased views to nature.
- ❑ Smaller Unit sizes to maximize classification flexibility and treatment.
- ❑ Increased opportunity for out of cell time.
- ❑ Treatment spaces on the unit.
- ❑ Decentralized Mental Health Staff located on unit.
- ❑ Custody/Mental Health Staff partnering in treatment.
- ❑ Residential environment.
- ❑ Reduced noise level- Improved acoustics.
- ❑ Daylight.
- ❑ Fresh Air.

The BHHU will be a single-story building attached to the existing jail via a secure, enclosed pedestrian corridor. The 72 bed facility is organized around a secure landscaped courtyard creating an inward focused nature-based community environment. Each of the three 20 bed units and one 12 bed unit will have a close connection to the outdoors with both exposure to courtyards and exterior perimeter. The 20 bed units have the ability to be divided into two areas of 10 beds each to maximize treatment opportunities and classification. This division into 10 bed units also allows for the most opportunity for inmate out of cell time; a critical part of any treatment program. All cells facing inward to courtyard will face a "Side Yard" that is private and secure to unit and provides therapeutic views to nature without direct inmate access. Multi-purpose and interview rooms will be located on each 10 bed unit

area fostering a treatment partnership between custody and mental health staff. The scale of the housing units is smaller than the most institutional facilities and allows for the impression of a more residential campus with increased daylight and improved acoustics. The central courtyard besides offering daylight and views to nature, allows access to the outdoors and fresh air; effectively acting as a calming element for both inmates and staff circulating through this controlled and secured area. Taking a deep breath is often the first step in healing.

#### Sonoma County Initiatives:

Sonoma County Sheriff's Office and County of Sonoma Department of Health Services have partnered to coordinate housing placement, treatment and continued treatment upon successful re-entry.

Expanding the jail system's medical/mental health treatment and programming capacity will allow greater participation for this at-risk population, as well as allow the County to treat and serve more inmate-patients. Program goals:

- ❑ To reduce inmate management and control (safety and security) problems within the facilities through identification of inmates with mental health problems and related risks.
- ❑ To reduce the potential for and the incidents of harm to inmates and staff through inmate screening, assessment and preventive intervention by mental health professionals.
- ❑ To enable inmates with mental health problems to be stabilized and maintain mental stability within the detention environment.
- ❑ To provide consistency and continuity in inmate health care services for inmates receiving mental health services, through coordination with facility custodial staff and medical services professionals, and with outside agencies and service providers.
- ❑ To provide 24 hour coverage by mental health professionals, either on site or on call, for responses to emergency situations and incidents and/or crisis intervention with inmates experiencing a mental health crisis, including on-site or on-call assessment by a psychiatrist for emergency involuntary medications.
- ❑ To provide restoration to competency services.
- ❑ To provide programs that will aid in the treatment of inmates with mental health problems.
- ❑ To maintain continuity of care by facilitating discharge planning.

Sonoma County Behavioral Health (SCBH) has found the most effective means of assuring the continued participation in the re-entry planning process is to combine in-custody incentives and strong support from the re-entry team. SCBH implemented intensive, full service partnership programs, housing services, consumer operated self-help services, enhanced collaboration with health centers, prevention and early intervention programs, and outreach services.

Programs included specifically designed to work with individuals involved in the criminal justice system, e.g., the Forensic Assertive Community Treatment Program, (FACT), Mental Health Court, CIT & a Mobile Support Team. Re-Entry Services include:

- ❑ In-custody mental health and substance use disorder treatment
- ❑ Restoration services in the jail and outpatient
- ❑ Behavioral Health Eligibility Worker at the jail and in Probation/Day Treatment Center
- ❑ Mental Health and Substance Use Disorder staff imbedded at Probation
- ❑ Behavioral Health services at the Day Reporting Center
- ❑ SUD Residential Treatment and case management
- ❑ Drug & DUI Courts
- ❑ Forensic Assertive Community Treatment

#### Existing Facility:

The updated Needs Assessment was the driving force of the planning process for this project. The MADF facility was never intended to house medical or mental health inmate-patients for the length of time they are holding offenders today. The current design does not allow a reasonable way to provide the type of space or programs this population so desperately needs. The Needs Assessment identified the BHHU as the facility that would best suit the needs to serve the medical/mentally ill inmate-patient population and improve outcomes to reduce recidivism.

The MADF was originally built in 1989 and opened in 1991, and currently houses medical/mental health inmate-patients, but the current design is no longer adequate to provide treatment for this type of population. The medical/mental health average daily population is increasing and has resulted in a strain in the health care system.

- ❑ Jail Population – 1100 Inmates (operational capacity 918 beds)
- ❑ -17% Female (14.2%-needs assessment)
- ❑ -40% Medicated (400 or 37%receive some form of mental health services)
- ❑ -150-180 Inmates “Acute” Mental Illness (177 or 17% population require observation, treatment and special housing)
- ❑ MH Unit-The existing facility has a secure 32 bed unit that houses the most severe Behavioral Health Inmates. It is a direct supervision unit with restricted inmate movement. Inmates are allowed out of cell to dayroom and or recreation yard one at a time. It houses both male and female without separation. There are two

observation cells with padded flooring. Behavior health offices are located directly on the unit but are

- ❑ F Module G – 62 bed step down unit housing male and female prisoners. Inmates are stabilized and/or on medication and classified as behavioral level D and E.
- ❑ C Module - 73 bed unit; male inmates with mental illness. It is operated as a direct supervision unit. Inmates are classified as behavioral level A, B and C and are higher functioning in that they can interact with others in small groups.
- ❑ F module P and F module A - four bed housing units for seriously mentally ill male offenders.

To address the deficiency of medical/mental health beds and increase program capacity for inmate-patients with medical/mental health challenges, Sonoma County proposes relocating them from the inadequate facilities at the MDF to a new facility to be built adjacent to the existing facility. The issues to be remedied by the project include addressing the current lack of appropriate medical/mental health housing and program space, inefficiencies in the delivery of medical/mental health care, and the double-tier housing design that creates an unsafe environment for mentally ill inmate-patients focused on self-harm.

**DESIGN CRITERIA:**

The following criteria are provided to define the scope of the project and provide guidance to the Design-Builder. The Design-Builder is responsible for ensuring that design and construction of all improvements complies with all laws, codes, and regulations applicable to local detention facilities and that all systems are complete, integrated, cohesive and functional for their intended purposes.

The Design-Builder shall provide detailed calculations and design documentation for all systems prior to construction and submit for review by the applicable Authority Having Jurisdiction (AHJ). Performance criteria identify minimum levels of quality, materials, and workmanship.

**Codes & Standards:**

The site grading and drainage, pedestrian and vehicle circulation, and site utility design of the project shall be based on but not limited to the following codes and standards:

- ❑ 2016 California Building Code (CBC), California Code of Regulation, Title 24, Part 2-Volumes 1 and 2 as amended therein.
- ❑ 2016 California Green Building Standards Code (CalGreen), California Code of Regulation, Title 24, Part 11 as amended therein.
- ❑ 2016 California Plumbing Code (CPC), California Code of Regulation, Title 24, Part 5 as amended therein.
- ❑ 2016 California Fire Code (CFC), California Code of Regulation, Title 24, Part 9 as amended therein and as amended by local ordinance.
- ❑ Sonoma County Water Agency's "Flood Control Design Criteria" manual revised August 1983 and with March 29, 1999 clarifications.
- ❑ City of Santa Rosa and County of Sonoma Storm Water LID Technical Design Manual.
- ❑ Items not covered herein and in the above documents shall conform to the applicable provisions of the applicable City of Santa Rosa and Sonoma County Construction Standards, City of Santa Rosa Fire Department informational bulletins, municipal codes, council resolutions and ordinances. Public sewer or water mains, if any, may be required to be designed in accordance with City of Santa Rosa Design and Construction Standards.

**BASIS OF DESIGN:****Surface Drainage:**

Observation of the surrounding topography indicates that a significant amount of land to the east of the site drains towards the proposed structure and corridor connecting the new behavioral health unit and an existing MADF building. Most of this offsite area is developed and relatively impervious which results in a significant proportion of rainfall contributing to storm-water runoff. An overland release route across an existing drive aisle could be cut off by the proposed corridor structure if it is not elevated to allow this surface runoff to pass through. If the corridor is not elevated, then appropriately sized catch basins, preferably combination type inlets similar to Caltrans type GO inlets could be used to intercept surface runoff and convey it through an appropriately sized conduit to a downstream storm drain facility or approved outfall.

The existing site generally drains in a southwesterly direction, and the Overall Schematic Design Site Plan, sheet C1, indicates how the new parking lot can be sloped to follow this general drainage pattern.

Building finished floor elevations are shown on sheet C1 which are intended to provide continuity with the existing MADF facility through the connecting corridor. Positive surface gradients should be provided away from all building elements in accordance with section 1804.3 of the CBC. A higher floor elevation may be desirable to improve these surface gradients between the building and Russell Ave as well as the drive aisle to the east, if some slope of the connecting corridor is acceptable. Changes in floor elevation for the northerly portions of the building could be accomplished by gradual sloping of the central courtyard and landscaped areas. A higher floor elevation would reduce the need for an intercepting swale along the north side of the site to catch runoff from the area behind the sidewalk, but would also increase the amount of fill needed.

**Storm-water BMPs:**

Storm water runoff Best Management Practices (BMPs) are programs, processes or engineered systems designed to reduce pollutants in storm water. The Low Impact Development (LID) Technical Design Manual is a set of guidelines established for the Santa Rosa area and unincorporated areas around Sonoma County which requires certain projects to incorporate sustainable LID strategies that encourage infiltration and minimize the introduction of pollutants into downstream receiving waters. The manual requires that a "Determination Worksheet" be prepared by the Applicant to evaluate whether or not storm water BMPs are required with each development. Developments which require BMPs that are subject to planning review through the municipality must prepare a "Preliminary Storm Water Mitigation Plan". The purpose of this plan is to:

- Summarize the existing site condition and the proposed development.
- Describe storm water BMPs being incorporated into the development.
- Demonstrate by computation that the proposed measures are appropriately sized.
- Describe maintenance and funding for the BMPs.

Developments which require BMPs are required to update storm-water measures and prepare a "Final Storm Water Mitigation Plan".

Permanent storm-water BMPs, bio-retention areas, are shown schematically on sheet C1 to show how storm-water from impervious surfaces can be intercepted before flowing to downstream receiving waters. These areas have been sized using the LID manual's guidelines and assuming a shallow depth of media to facilitate maintenance operations.

#### **Site Access, Circulation and Parking:**

Access for emergency vehicles must be provided at all times, and access roads must be designed to adequately support the imposed loads of fire protection apparatus, meet the required widths, turning radii and other requirements for vehicle circulation including turnarounds, pullouts, and vertical clearance.

Accessible parking for disabled persons must be provided in accordance with all state and federal laws, and with appropriate access aisles, signage, and accessible routes to the facilities they are intended for.

Bicycle parking and electric vehicle charging stations shall be provided in accordance with CalGreen and the applicable sections of the Sonoma County Code.

#### **New and Existing Utilities:**

There are existing sewer, storm drains, telecommunication and electric lines, and possibly other utilities serving the adjacent facilities which may need to be relocated outside of the proposed building footprint, or re-oriented perpendicular to building walls to facilitate crossing under the building. Sewer, water, and access easements may need to be vacated prior to construction.

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**GENERAL:**

The new Behavioral Health and Programming Unit will be a standalone building attached to the existing MDF facility by two level corridor. The new BHHU is a specialized housing unit with security and mental/medical health staffing 24 hours a day, seven days a week. Staff assigned will provide care, medication, delivery, and treatment. Inmate-patients who are housed in general housing locations will be escorted by sheriff's deputies to the new BHHU should they require a higher level of medical care. Food services will be delivered by food cart from the existing kitchen location. Features include:

- ❑ Total 48 cells, 72 Beds; 50% double bunked.
- ❑ Three General Population 20 Bed units each further divisible into two 10 bed groups.
- ❑ One 12 Bed Maximum Security Unit.
- ❑ Two Safety Cells
- ❑ Six Mental Health observation rooms.
- ❑ Each unit contains; Recreation Yard, Group and Individual Counseling and Medical Exam.
- ❑ Each 10 cell area will have a dayroom/dining area and indoor recreation.
- ❑ Direct Supervision; control station in each unit.
- ❑ Programming provided in unit.
- ❑ Four Non-Contact Visit rooms.

The new BHHU will be organized around a series of open green spaces forming a community of housing units. The main central courtyard is intended to be open to the air but protected from elements due to a large overhang at walkway and operable overhead doors at openings to landscaped courtyards directly adjacent. The intent of this space is to provide a sense of relief to the jail environment by providing fresh air, and views and sounds of nature. The space will be secured and finished in durable materials to allow inmate-patient and staff use and interaction. It is meant to be a physical connector to the complex and to be the basis for the therapeutic environment reducing stress for both staff and inmate. The space provides a sense of scale by allowing the individual units to be understood as standalone buildings as part of a "village".

The side yards from the main courtyard are meant for limited access (maintenance personnel only, with the exception of the "community garden") and are provided primarily as landscaped oases within the security perimeter of the jail. All of the cells will view into these areas and they are envisioned to be extensively landscaped to allow a strong connection to greenery and nature further emphasizing the treatment aspect of the facility. Staff will be able to access these side yards for

maintenance and possibly inmates under supervision as part of treatment programs that may include gardening.

The layout of the general housing unit is meant to be flexible and to address the medical, safety, classification, and programming needs of the inmate-patients housed there. The single-level design will be a combination of single and double -occupancy rooms that will afford flexibility, depending on capacity and treatment needs. Each of the 20 bed unit will be under direct supervision from an officer's station located between the two sides of the unit. The ability to divide the 20 bed unit into two 10 beds sides increases the operational flexibility and opportunity to have divergent populations housed adjacent to each other without limiting the ability to efficiently utilize available beds.

The 12 bed maximum security unit will contain 12 single beds and in addition six observation cells and two safety cells. The configuration of this unit will be more restrictive and layout optimized for sightlines from the indirect security observation desk. Each group of six inmates/cells will be located within a sub-dayroom. Each sub-dayroom will have an interview room and non-contact interview booths to afford maximum security to staff and inmate-patient.

All sleeping rooms will have glazing across the front/doors to allow visual supervision and to "borrow light" from the dayroom, maximizing daylight into the interior space. In addition windows will be provided to exterior courtyard views. Double cells will have both bunks on the floor. The combination toilet/sink will be located at rear of cell behind a screen wall to maximize privacy for inmate while still allow for visual control by officer.

Program space will be an integral piece of the project design. The new design concept includes two multipurpose rooms per general population unit designed for group socialization, group discussions, and life skills development. Two interview rooms per unit will provide individualized medical/mental health assessment, treatment planning, and community re-entry facilitation and serve as staff offices on the unit. Medical exam rooms located on each unit will perform basic outpatient medical services, such as emergency/triage care, advanced first aid, and general diagnostics. Mental health and program counseling rooms will be equipped with internet connection for telemedicine and telepsychiatry, as well as video visitation. All inmate-patient treatment rooms, including exam rooms, procedure rooms, and dental rooms will have a duress alarm. The duress alarm will activate an open microphone heard at the nearest officer's station, with an alarm indication at the local officer's station and central control.

Inmate visitation will occur adjacent to maximum security unit to allow officer in charge of that post direct visual control of inmate side of the four non-contact visiting booths. Public visitors will circulate to this location by means of a non-secure corridor located directly above the

newly constructed secure corridor. In addition video visitation capabilities will be provided at the dayroom.

Extensive natural light will be brought into the facility through the use of clerestories located above the dayrooms and oriented to allow north and south light without the glare and heat gain of east and west exposure. The south facing windows will be shade to reduce heat gain in summer and allow maximum sunlight in winter. These combined with the windows inward towards the landscaped courtyards will establish the facility as a more normative and natural environment.

The sustainable aspect of the project includes beyond passive solar orientation, water and energy safety features with materials with low carbon footprints. A green living roof is also considered not only for its contribution to the environment but its contribution to the neighborhood.

This ambitious and innovative approach to Mental Health Programs and Competency Restoration for critical treatment and security needs complements the use of alternatives to incarceration to address the supervision and treatment needs of the offender population in a secure natural environment with light and views to nature. The Cost of Construction for the Project will be approximately \$37 million dollars, excluding loose furniture, design fees, and design and construction contingencies.

- ❑ Compliance with statutory requirements;
- ❑ Minimizing inmate movement within the facility by providing for inmate program and service delivery within the confines of each housing pod;
- ❑ Simplicity of the organizational diagram and ease of observation of all inmate movement areas by staff in fixed and non-fixed positions;
- ❑ Zoning of the facility to allow support areas to be “locked-out” when not in use;
- ❑ Targeting programs and services to inmates with specific needs and requirements;
- ❑ Providing sufficient housing units and sub-divided areas to maintain required separations based on inmate custody levels and classification decisions.
- ❑ Designing general population housing units for good visual supervision in housing units of no more than 36 inmates from a raised control post and adjacent corridors;
- ❑ Incorporating appropriate technology as a means of improving staff performance and efficiency, not as a staff substitute;
- ❑ Designing a working environment that promotes positive morale, increases efficiency and minimizes staff turnover; and

- ❑ Consideration of long-term maintainability in the selection of construction materials and maximizing staff visibility of items subject to vandalism – registers, communication devices, light fixtures etc.
- ❑ Incorporating sustainable building design concepts and materials to reduce the environmental impact of the facility and to foster conservation of resources and reduce related operating expenses.
- ❑ Improved medical and mental health services for inmates.

Sonoma County Behavioral Health Housing Unit Space Program		SD 9/16/2016	
	SF	SF	
<b>A: ADMINISTRATION AND OPERATIONS</b>		<b>1,375</b>	<b>1,347</b>
A1	Facility Entry	234	130
A2	Unit Manager	156	156
A3	Staff Services	790	866
A4	Security Control	195	195
<b>B: HOUSING</b>		<b>25,195</b>	<b>27,724</b>
B1	General Unit -20 Beds	6,237	6,702
B2	General Unit - 20 Beds	6,237	6,702
B3	General Unit - 20 Beds	6,237	6,702
B4	High Security Unit - 12 Beds	6,484	7,618
<b>C: CENTRAL INMATE SERVICES</b>		<b>234</b>	<b>416</b>
C1	Visiting	234	416
C2	Education Programs	-	-
C3	Volunteer Services	-	-
C4	Recreation	-	-
<b>D: HEALTH SERVICES</b>		<b>676</b>	<b>676</b>
D1	Medical Services	130	130
D2	Behavioral Health	546	546
<b>F: LAUNDRY AND FOOD SERVICE</b>		<b>258</b>	<b>258</b>
F1	Laundry	184	184
F2	Food Service	74	74
<b>G: CENTRAL FACILITY SERVICES</b>		<b>773</b>	<b>903</b>
G1	Maintenance	173	173
G2	Mechanical	600	731
<b>TOTAL DGSF</b>		<b>28,510</b>	<b>31,324</b>
<b>Building Gross Factor @ 15% (SD 5%)</b>		<b>4,277</b>	<b>1,753</b>
<b>TOTAL BGSF</b>		<b>32,787</b>	<b>33,077</b>

Sonoma County Behavioral Health Housing Unit							
Space Program							
A - Administration and Operations							
				Required Space Program			
Space No.	Space Name	Units	Unit Area	NSF	Actual	Delta	Comment
<b>A1 Facility Entry</b>							
A1.01	Sallyport	1	120	120	-	(120)	Included in Corridor Below
A1.02	Elevator Vestibules	2	30	60	100	40	
A1.03	Connecting Corridors with Stair and Elevator	2	1,600	3,200	4,376	1,176	200' x 10' (Not Included in SF)
Component NSF				180	100	(80)	
Departmental Gross Factor SF @		30%	54	30	(24)		
Component DGSF				234	130	(104)	
<b>A2 Unit Manager</b>							
A2.01	Sergeant	1	120	120	120	-	
Component NSF				120	120	-	
Departmental Gross Factor SF @		30%	36	36	-		
Component DGSF				156	156	-	
<b>A3 Staff services</b>							
A3.01	Conference/Break Room	1	400	400	400		
A3.02	Staff Toilets	2	64	128	128		
A3.03	Copy / Storage	1	80	80	138		
Component NSF				608	666	58	
Departmental Gross Factor SF @		30%	182	200	17		
Component DGSF				790	866	75	
<b>A4 Security Control</b>							
A4.01	Security Electronics Room	1	150	150	150	150	
Component NSF				150	150	-	
Departmental Gross Factor SF @		30%	45	45	-		
Component DGSF				195	195	-	
<b>Total</b>							
Component DGSF				1,375	1,347	(29)	

Sonoma County Behavioral Health Housing Unit							
Space Program							
B - Housing							
Required Space Program							
Space No.	Space Name	Units	Unit Area	NSF	Actual	Delta	Comment
<b>B1-B3 General Units</b>							
Common Area							
B1.01	Entry Vestibule	1	64	64	199	135	
B1.02	Staff Station Open	1	40	40	80	40	
B1.03	Indoor Recreation / Common Space	2	250	500	500	-	
B1.04	Multipurpose Rooms	2	250	500	510	10	6-8 occupants each
B1.05	Interview Rooms / Staff Workroom	2	150	300	250	(50)	2-4 occupants each
B1.06	Medical Exam	1	120	120	158	38	
B1.07	Staff Toilet	1	64	64	80	16	
B1.08	Exterior Recreation	2	250	500	460	(40)	
B1.09	Video Visiting Stations	2	20	40	40	-	
B1.10	Microwave/Snack Counter	1	40	40	40	-	
B1.11	Telephone area	2	20	40	40	-	
B1.12	Drinking Fountain	1	10	10	10	-	
B1.13	JC / Storage	1	40	40	50	10	
Sub Unit-10 Bed							
B1.14	Single Sleeping Space	2	80	160	150	(10)	Single Bunk 35 SF-clear floor area
B1.15	Double Sleeping Space	4	100	400	465	65	Double Bunk 50 SF-clear floor area
B1.16	Dayroom	10	35	350	350	-	
B1.17	ADA Shower	1	40	40	40	-	
Sub Unit-10 Bed							
B1.18	Sleeping Space	2	80	160	150	(10)	Single Bunk 35 SF-clear floor area
B1.19	Sleeping Space	4	100	400	465	65	Double Bunk 50 SF-clear floor area
B1.20	Dayroom	10	35	350	350	-	
B1.21	ADA Shower	1	40	40	40	-	
				<b>Component NSF</b>	<b>4,158</b>	<b>4,427</b>	<b>269</b>
			<b>Departmental Gross Factor SF @ 50%</b>	<b>2,079</b>	<b>2,275</b>	<b>196</b>	
				<b>Component DGsf</b>	<b>6,237</b>	<b>6,702</b>	<b>465</b>
<b>3 Units</b>				<b>18,711</b>	<b>20,106</b>	<b>1,395</b>	
<b>B4 High Security Unit</b>							
Common Area							
B4.01	Entry Vestibule	1	64	64	301	237	
B4.02	Staff Station Open	1	80	80	200	120	
B4.03	Indoor Recreation / Common Space	3	150	450	450	-	
B4.04	Multipurpose Room	1	250	250	295	45	4-6 occupants
B4.05	Interview Room	2	80	100	180	80	2 occupants
B4.06	Non-Contact Group Room	6	30	180	247	67	5 Booths
B4.07	Safety Cell	2	48	96	60	(36)	Padded Floor and Walls, Floor Toilet
B4.08	Medical Exam	1	180	180	150	(30)	
B4.09	Pill Room	1	80	80	69	(11)	
B4.10	Staff Toilet	1	64	64	64	-	
B4.11	Exterior Recreation	3	200	600	330	(270)	2@ 165SF Each
B4.12	Video Visiting Stations	2	20	40	40	-	
B4.13	Microwave/Snack Counter	1	40	40	40	-	
B4.14	Telephone area	3	20	60	60	-	
B4.15	Drinking Fountain	3	10	30	30	-	
B4.16	JC / Storage	1	40	40	130	90	

Sonoma County Behavioral Health Housing Unit							
Space Program							
B - Housing							
Required Space Program							
Space No.	Space Name	Units	Unit Area	NSF	Actual	Delta	Comment
A-Sub Unit-6 Bed							
B4.17	Sleeping Space	6	80	480	527	47	Single Bunk 35 SF-clear floor area
B4.18	Dayroom	6	35	210	210	-	
B4.19	ADA Shower	1	40	40	53	13	
B-Sub Unit-6 Bed							
B4.20	Sleeping Space	6	80	480	527	47	Single Bunk 35 SF-clear floor area
B4.21	Dayroom	6	35	210	210	-	
B4.22	ADA Shower	1	40	40	53	13	
C-Sub Unit-8 Bed							
B4.23	Observation Cell	6	80	480	445	(35)	Single Bunk 35 SF-clear floor area
B4.24	Dayroom	6	35	210	210	-	
B4.25	ADA Shower	1	40	40	55	15	
Component NSF				3,814	4,226	412	
Departmental Gross Factor SF @ 70%				2,670	3,392	722	(Actual Grossing Factor 80%)
Component DGSF				6,484	7,618	1,134	
1 Units				6,484	7,618	1,134	
<b>TOTAL HOUSING</b>							
Component DGSF				25,195	27,724	2,529	

Sonoma County Behavioral Health Housing Unit							
Space Program							
C - Central Inmate Services							
Required Space Program							
Space No.	Space Name	Units	Unit Area	NSF	Actual	Delta	Comment
<b>Visiting</b>							
C1.01	Visiting Screening & Check In			-		-	Main Jail
C1.02	Visitor Waiting			-			Main Jail
C1.03	Non-Contact Visitation Booths	3	30	90	90	-	
C1.04	Non-Contact Visitation Booths (ADA)	1	50	50	100	50	
C1.05	Visitor Sally port	1	40	40	130	90	
	<b>Component NSF</b>			<b>180</b>	<b>320</b>	<b>140</b>	
	<b>Departmental Gross Factor SF</b>	<b>30%</b>		<b>54</b>	<b>96</b>	<b>42</b>	
	<b>Component DGSF</b>			<b>234</b>	<b>416</b>	<b>182</b>	
<b>Education</b>							
	<b>Component NSF</b>			-			
	<b>Departmental Gross Factor SF</b>	<b>30%</b>		-			
	<b>Component DGSF</b>			-			
<b>Volunteer Services</b>							
	<b>Component NSF</b>			-			
	<b>Departmental Gross Factor SF</b>	<b>30%</b>		-			
	<b>Component DGSF</b>			-			
<b>Recreation</b>							
	<b>Component NSF</b>			-			
	<b>Departmental Gross Factor SF @</b>	<b>30%</b>		-			
	<b>Component DGSF</b>			-			
<b>Total</b>							
	<b>Component DGSF</b>			<b>234</b>	<b>416</b>	<b>182</b>	

Sonoma County Behavioral Health Housing Unit Space Program							
D - Medical & Behavioral Health							
Required Space Program							
Space No.	Space Name	Units	Unit Area	NSF	Actual	Delta	Comment
<b>Medical</b>							
D1.01	Medical Health Clinicians	4	25	100	100	-	5'-0" Desk Cubicle
Dental Services Component NSF				100	100	-	
Departmental Gross Factor SF @		30%		30	30	-	
Component DGSF				130	130	-	
<b>Behavioral Health</b>							
D2.01	Program Manager	1	120	120	120	-	
D2.02	Mental Health Clinicians	12	25	300	300	-	5'-0" Desk Cubicle
Mental Health Staff Component NSF				420	420	-	
Departmental Gross Factor SF @		30%		126	126	-	
Component DGSF				546	546	-	
<b>Total</b>							
Component DGSF				676	676	-	

Sonoma County Behavioral Health Housing Unit Space Program							
F - Laundry & Food Service							
Required Space Program							
Space No.	Space Name	Units	Unit Area	NSF	Actual	Delta	Comment
<b>Laundry</b>							
F1.01	Clothing & Bedding Storage	1	120	120	120	-	
F1.02	Cart Staging	1	40	40	40	-	
	<b>Component NSF</b>			<b>160</b>	<b>160</b>	-	
	<b>Departmental Gross Factor SF @ 15%</b>			<b>24</b>	<b>24</b>	-	
	<b>Component DGFSF</b>			<b>184</b>	<b>184</b>	-	
<b>Food Service</b>							
F2.01	Cart Staging	1	64	64	64	-	
	<b>Component NSF</b>			<b>64</b>	<b>64</b>	-	
	<b>Departmental Gross Factor SF @ 15%</b>			<b>10</b>	<b>10</b>	-	
	<b>Component DGFSF</b>			<b>74</b>	<b>74</b>	-	
<b>Total</b>							
	<b>Component DGFSF</b>			<b>258</b>	<b>258</b>	-	

Sonoma County Behavioral Health Housing Unit Space Program							
G - Maintenance & Mechanical							
Required Space Program							
Space No.	Space Name	Units	Unit Area	NSF	Actual	Delta	Comment
<b>Maintenance</b>							
G1.01	Storage	1	150	150	150	-	
Component NSF				150	150	-	
Departmental Gross Factor SF @		15%		23	23	-	
Component DGSF				173	173	-	
<b>Central Plant</b>							
G2.01	Mechanical	1	200	200	444	244	
G2.02	Electrical	1	150	150	165	15	
G2.03	IT	1	150	150	-	(150)	
Component NSF				500	609	109	
Departmental Gross Factor SF @		20%		100	122	22	
Component DGSF				600	731	131	
<b>Total</b>							
Component DGSF				773	903	130	

**GENERAL:**

The following represents criteria for the design elements represented in the drawings, specifications and room data sheets and as such provides guidance to the Design-Builder. The Design-Builder is responsible for ensuring that the design and construction of this project complies with all laws, codes and regulations applicable to local detention facilities.

Performance criteria identify minimum levels of quality, materials and workmanship. This design criteria is intended to convey minimum requirements and where options are allowable those will be identified. Where no substitutions are allowed those items will also be identified. If not specifically excluded but not specifically allowed, other options may be considered.

Some portions of the project will require delegated design by the manufacturer of the products and/or systems. In those cases the Design-Builder shall provide detailed calculations and design documentation for such systems prior to construction and submit for review by the applicable Authorities Having Jurisdiction.

**Codes and Standards:**

The architectural design of the project will be based on the following codes and standards:

- ❑ 2016 California Building Code (CBC), California Code of Regulation, Title 24, Part 2-Volumes 1 and 2 as amended therein.
- ❑ 2016 California Mechanical Code (CMC), California Code of Regulation, Title 24, Part 4 as amended therein.
- ❑ 2016 California Plumbing Code (CPC), California Code of Regulation, Title 24, Part 5 as amended therein.
- ❑ 2016 California Electrical Code (CEC), California Code of Regulation, Title 24, Part 3 as amended therein.
- ❑ 2016 California Fire Code (CFC), California Code of Regulation, Title 24, Part 9 as amended therein.
- ❑ 2016 California Energy Code, California Code of Regulation, Title 24, Part 6 as amended therein.
- ❑ 2016 California Green Building Standards.
- ❑ American Society of Civil Engineers – Minimum Design Loads for Buildings and Other Structures (ASCE 7-10)
- ❑ American Concrete Institute - Building Code Requirements for Structural Concrete (ACI 318-11)
- ❑ American Institute of Steel Construction – Steel Construction Manual (AISC 360-10)

Section III

SCOPE OF CONSTRUCTION – ARCHITECTURAL

- ❑ American Institute of Steel Construction - Seismic Provisions for Structural Steel Buildings (AISC 341-10)
- ❑ American Welding Society AWS D-1.1, "Structural Welding Code-Steel", latest edition.
- ❑ American Welding Society AWS D-1.3, "Structural Welding Code-Sheet Steel" latest edition.
- ❑ American Iron and Steel Institute - Specification for the Design of Cold-Formed Steel Structural Members (AISI S100-07/S2-10)

**BASIS OF DESIGN:**

**General Design Criteria:**

The building design is based on the following preliminary code analysis:

**Occupancy:** B – Office for most of the southern half of the Support Building.

I-3 – All housing and other areas where ability to freely egress the building is restricted. Condition 4: This occupancy condition shall include buildings in which free movement is restricted from an occupied space. Remote-controlled release is provided to permit movement from sleeping units, activity spaces and other occupied areas within the smoke compartment to other smoke compartments.

**Construction Type:**      Option 1              Option 2  
    Type 1A              Type 1B

Note: I-3 not allowable in any other Construction Types for buildings over 5,200 sf.

**Allowable Building Areas:**

Allowable Building Area for B (accessory):

Basic:	Unlimited	Unlimited
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Allowable Building Area for I-3 (primary):

Basic:	Unlimited	15,100 SF
Frontage Increase*:		15,100 SF Increase
Subtotal Allowable:		30,200 SF
Sprinklers Increase:		60,400 SF Increase
TOTAL ALLOWABLE		90,600 SF

## Section III

## SCOPE OF CONSTRUCTION – ARCHITECTURAL

\*It is assumed that due to the position on the property the full 100% increase is achievable.

Actual Building Area:            B: Occupancy:

I-3 Occupancy:

Construction:                    Separated (provide 2 hour occupancy separation between B and I-3)

Note that The I-3 portion must be Type 1A construction unless 3 hour area separation walls (with no glazed openings) are provided which divide the building into no more than 90,600 SF segments which may be difficult to achieve and maintain requisite visual security. For this reason, Type 1A construction is mandated throughout.

**Construction Requirements for Type 1A Construction:**

Structural Frame:                3 hours (except for member supporting roof loads only which may be 1 hour)

Bearing Walls:

Exterior:                        3 hours

Interior:                        3 hours (except for members supporting roof loads only which may be 1 hour)

Non-bearing Walls and Partitions:

Exterior:                        Greater than 30 feet – Non-rated

Interior:                        Non rated

Floor Construction and Secondary Members:

2 hours

Roof Construction and Secondary Members:

1-1/2 hours

Protection of Openings:

Exterior:                        None Required

Interior:                        20 minutes for smoke and draft assemblies

45 minutes for 1 hour wall penetrations (Maximum 1296 sq in panels glazed openings)

90 minutes: for 2 hour wall penetrations (Maximum 100 sq.in. glazed opening)

**Combustible Material in Type I and II Construction:**

Allowable materials: Combustible materials shall be permitted in buildings of Type I or II construction in the following applications and in accordance with Sections 603.1.1 through 603.1.3:

1. Thermal and acoustical insulation, other than foam plastics, having a *flame spread index* of not more than 25.

Exceptions:

1. Insulation placed between two layers of noncombustible materials without an intervening airspace shall be allowed to have a flame spread index of not more than 100.
2. Insulation installed between a finished floor and solid decking without intervening airspace shall be allowed to have a flame spread index of not more than 200.
2. Foam plastics in accordance with Chapter 26.
3. Roof coverings that have an A, B or C classification.
4. Interior floor finish and floor covering materials installed in accordance with Section 804.
5. Millwork such as doors, door frames, window sashes and frames.
6. Interior wall and ceiling finishes installed in accordance with Sections 801 and 803.
7. Trim installed in accordance with Section 806.
8. Where not installed over 15 feet (4572 mm) above grade, show windows, nailing or furring strips and wooden bulkheads below show windows, including their frames, aprons and show cases.
9. Finish flooring installed in accordance with Section 805.
10. Partitions dividing portions of stores, offices or similar places occupied by one tenant only and that do not establish a corridor serving an occupant load of 30 or more shall be permitted to be constructed of fire-retardant-treated wood, 1-hour fire-resistance-rated construction or of wood panels or similar light construction up to 6 feet (1829 mm) in height.
11. Stages and platforms constructed in accordance with Sections 410.3 and 410.4, respectively.
12. Combustible exterior wall coverings, balconies and similar projections and bay or oriel windows in accordance with Chapter 14.
13. Blocking such as for handrails, millwork, cabinets and window and door frames.
14. Light-transmitting plastics as permitted by Chapter 26.

## Section III

## SCOPE OF CONSTRUCTION – ARCHITECTURAL

15. Mastics and caulking materials applied to provide flexible seals between components of exterior wall construction.
16. Exterior plastic veneer installed in accordance with Section 2605.2.
17. Nailing or furring strips as permitted by Section 803.11.
18. Heavy timber as permitted by Note c to Table 601 and Sections 602.4.7 and 1406.3.
19. Aggregates, component materials and admixtures as permitted by Section 703.2.2.
20. Sprayed fire-resistant materials and intumescent and mastic fire-resistant coatings, determined on the basis of fire-resistance tests in accordance with Section 703.2 and installed in accordance with Sections 1704.12 and 1704.13, respectively.
21. Materials used to protect penetrations in fire-resistance-rated assemblies in accordance with Section 713.
22. Materials used to protect joints in fire-resistance-rated assemblies in accordance with Section 714.
23. Materials allowed in the concealed spaces of buildings of Types I and II construction in accordance with Section 717.5.
24. Materials exposed within plenums complying with Section 602 of the California Mechanical Code.
25. Fire-retardant-treated wood shall be permitted in:
  - 25.1. Nonbearing partitions where the required fire-resistance rating is 2 hours or less.
  - 25.2. Nonbearing exterior walls where no fire rating is required.
  - 25.3. Roof construction, including girders, trusses, framing and decking.

**Basis of Design Materials:****Floors:**

Exposed Concrete: The majority of the floors in the facility will be exposed concrete with 2 coats of liquid penetrating hardener/densifier similar to Ashford Formula in accordance with manufacturer's instructions. The first coat to be applied when the concrete has acquired initial set in accordance with manufacturer's instructions. The second coat will be applied immediately prior to substantial completion and then all floors polished using commercial floor buffing machines. Due to construction activities, if floors are not protected from stains and other contamination the Contractor may be required to burnish the floors with mechanically driven abrasive pads to remove the contamination prior to application of the final coat of hardener/densifier.

Vinyl Composition Tile: Multi-purpose, Interview, and Staff Areas.

Seamless Sheet Vinyl Flooring: In medical and other areas indicated where cleanliness and washability is a concern. Provide seamless vinyl flooring with heat welded seams and 6" high integral cove base.

Carpet Tile: Administration Area

Ceramic Tile: Staff toilet rooms, Tile should be unglazed through-color porcelain with epoxy modified latex thin-set grout except as noted otherwise.

Inmate Showers: See plumbing for integral stainless steel shower cabinets.

Inmate Shower Drying Areas: Treated as exposed concrete on grade with 2 coats of penetrating concrete sealer densifier.

**Base:**

No Base: In general all exposed concrete floors with Concrete or CMU walls will have no applied base to walls except at locations with finish floor materials. The wall/floor junction should be specially treated with pick resistant sealants in a cove where practical. Avoid expansion joints in the concrete floor at this location if possible. Use asphalt impregnated construction paper as a bond breaker in this condition if required.

Rubber Base: Provide at walls with finish flooring other than ceramic tile.

Tile Base: Provide in concert with ceramic tile flooring in a cove base configuration.

Seamless Sheet Vinyl Flooring Base: As noted above, provide heat welded seamless vinyl cove base in conjunction with seamless vinyl flooring.

**Walls:**

Exterior Walls: Insulating CMU (Hi-R Wall or equivalent)

Insulating Requirements: Minimum R-19 total assembly.

Interior Walls: CMU

Security Requirements: Walls shall be categorized as one of the following:

Maximum: Solid grouted CMU construction with minimum #4 reinforcing bars at 8" on center each way.

Medium Security: Solid grouted CMU construction with minimum #4 reinforcing bars at 8" on center vertically with horizontal reinforcing as required for structural continuity.

Minimum Security: Solid grouted CMU construction with minimum #4 reinforcing bars at 16" on center

vertically with horizontal reinforcing as required for structural continuity.

Non-rated Cementitious Security: Solid grouted CMU construction with reinforcing as required for structural continuity.

Precast Tilt Up and or Concrete Masonry Units; Painted: Minimum 6" thick precast concrete or medium weight concrete masonry units with semi-gloss or waterborne epoxy paint.

Impact Resistant Gypsum Board Walls, Painted: Minimum 5/8" thick impact resistant wall board on steel studs of gage and spacing to satisfy minimum structural requirements per Gypsum Association standards. Paint with semi-gloss or waterborne epoxy paint.

Security Impact Resistant Gypsum Board Walls: Minimum 4 inch by 18 gage steel studs at 16 inches on center with 16 gage by 3/4" galvanized flattened expanded metal lath spot welded or secured with #12 washer head screws at 12 inches on center vertically with one or more layers of gypsum, wallboard as required for stated fire or acoustical performance. The outer layer will be impact resistant wallboard. Paint with semi-gloss or waterborne epoxy paint.

Gypsum Board Walls, Painted: Minimum 5/8" thick resistant wall board on steel studs of gage and spacing to satisfy minimum structural requirements per Gypsum Association standards. Paint with semi-gloss or waterborne epoxy paint as indicated.

Ceramic Tile Walls: Unglazed ceramic tile over appropriate substrate but no less than fiberglass faced gypsum tile backer or cement backer boards. Provide setting method appropriate to the use and substrate used per Tile Council of America standards. Utilize epoxy modified latex grout.

#### **Elevated Slabs:**

The deck will be reinforced with reinforcing bars and filled with minimum 3000 psi concrete.

#### **Stairs and Railings:**

Stairs: Concrete metal pan stairs with steel channel or tube (plate stringers not allowed), with painted steel guard rails and stainless steel hand rails.

Miscellaneous Exterior Guard Railings: Galvanized steel pipe or tube railings as required by code.

**Ceilings:**

Acoustical Panel Ceiling: Heavy Duty 2'x2' grid ceiling with square edge acoustical lay-in panels. All grid and panels are white.

Impact Resistant Acoustical Panel Ceiling: Heavy Duty 2'x2' grid ceiling with square edge impact resistant acoustical lay-in panels secured with hold down clips.

Gypsum Board Ceiling: Standard ceiling suspension framing per 2013 CBC Standard Gypsum Board Ceiling Details for Suspended and Joist Framing Construction. Minimum 5/8" thick type X gypsum board with standard finishing and texture system. Paint with 2 coats of 100% acrylic latex semi-gloss (inmate areas) or eggshell (staff and public areas) paint over recommended primer.

Moisture Resistant Gypsum Board Ceiling: Standard ceiling suspension framing per 2013 CBC Standard Gypsum Board Ceiling Details for Suspended and Joist Framing Construction. Minimum 5/8" thick glass fiber faced gypsum panel ceilings with setting type finishing compound over the entire surface of the exposed panel face and texturing as selected. Paint with 2 coats of water borne epoxy paint over compatible primer.

Impact Resistant Gypsum Board Ceiling: Standard ceiling suspension framing per 2013 CBC Standard Gypsum Board Ceiling Details for Suspended and Joist Framing Construction. Minimum 5/8" thick impact resistant gypsum board with standard finishing and texture system. Paint with 2 coats of 100% acrylic latex semi-gloss (inmate areas) paint over recommended primer.

Security Impact Resistant Gypsum board Ceiling: Support framing consisting of minimum 18 gage studs at 16 inches on center framed between walls or suspended from structure above as require to support loads. Attach 16 gage by 3/4" galvanized flattened expanded metal lath to the framing spot welded or secured with #12 washer head screws at 12 inches on center. Apply a layer of minimum 5/8" thick impact resistant gypsum board with standard finishing and texture system. Paint with 2 coats of 100% acrylic latex semi-gloss (inmate areas) paint over recommended primer.

**Non-Detention Doors and Frames:**

Hollow Metal Doors and Frames: Utilize HMMA Custom Hollow Metal doors and frames where indicated. Door frames will be minimum 16 gage A60 coated steel. Exterior Door Frames will be minimum 16 gage A60 coated steel and interior doors will be minimum 18 gage A60 coated steel.

Wood Doors in Hollow Metal Frames: Utilize door frames as identified above for hollow metal doors and frames. Provide factory finished select all heart hardwood 5 ply with minimum slip matched veneers.

Hardware: Grade 1 mortise hardware; Schlage, Corbin-Russwin or Best, LCN Closers (no exceptions).

Overhead Coiling Doors and Frames: Motor operated heavy duty overhead coiling door with G60 coated fenestrated metal slats with wind locks and gasketing. Standard chain hoist mechanism is acceptable. Provide manufacturer's standard Powder Coat finish.

#### Roofing:

Roof System: Single ply membrane over extruded polystyrene insulation shall provide a minimum system R-Value of R-30.

Polyisocyanurate or expanded polystyrene plastic insulation is not acceptable. Provide tapered insulation as required as crickets to attain positive slope to roof drains and scuppers.

Single Ply Membrane Roofing: Fully Adhered, 60 mil PVC providing a minimum FM1-90 wind uplift rating.

Standing Seam Metal Roofing: At sloped roof areas (clerestories), provide 24 gauge galvalume coated steel standing seam roofing with 70% fluoropolymer coating

Alternative Membrane Roof Systems: Non-fleece backed TPO is also acceptable.

Membrane Roof Systems Not Allowed: Built-up Roofing.

#### Roof Accessories:

Roof Hatches: minimum 30"x36" roof hatches with safety railing systems and Ladder up system on the access ladder.

Roof Jacks: Pre-molded EPDM rubber with clamping rings.

Equipment Curbs: Custom fabricated pre-engineered insulated metal curbs. See mechanical narrative.

Walk Pads: Molded modular walk pads adhered to roofing membrane in a contrasting color from roof access points to all rooftop items which require regular maintenance access.

Scuppers, Conductor Heads, Gutters and Downspouts: A60 galvanealed steel sheet in gauges and forms per SMACCNA standards. Factory finish with minimum 2 coat 70% fluoropolymer coating system. Secure to building elements as recommended by SMACCNA.

Skylights: Insulated aluminum curbed double dome skylights with translucent outer dome and clear inner dome. Provide integral security bar frames in the curb in inmate areas. Security bars with clear space between bars no wider than 5" and bar diameter no less than 3/4".

Alternative Systems: SolaTubes.

**Louvers and Vents:**

Extruded aluminum louvers with 2 coat 70% fluopolymer finish system. Provide bird screens or insect screens were required to limit specific threats.

**Millwork:**

Architectural Cabinets: AWI or WI certified quality grade plastic laminated faced cabinets with flush overlay design. Provide European design 32 mm hardware system.

**Hardware:**

Pulls: Wire Pulls as specified.

Drawer Guides: Ball bearing full extension and partial extension guides as required for the application.

Hinges: 32 mm fully concealed heavy duty adjustable hinges.

Locks: Olympus Locks 777/888 series for removable builder's cylinder core compatible with established building standard keyway. Provide with ETS/ETST reinforcement trim and spacers.

Grommets: Plastic grommets as required.

**Countertops:**

Plastic Laminate Countertops: Horizontal grade plastic laminate on particle board or MDF substrates with minimum 1/2" thick by 1-1/2" deep solid surfacing nosings for use in staff areas.

Solid Surfacing Countertops: Custom fabricated solid surfacing made of minimum 1/2" thick solid surfacing on particle board or MDF substrates with 1-1/2" deep nosings for use in public and inmate accessible areas.

**Furniture Fixtures and Equipment:**

Detention Furnishings: Provided as part of the Design-Builder scope of work.

Cell Beds: 10 gage steel wall mounted bunk with one edge welded to the wall panel and the other provide with a 3/16" plate corbel. Bunk to have minimum 1" deep hemmed edges for reinforcement of leading edge. Provide 10 gage steel skirt from floor to bunk connected to floor with concealed fasteners and sealed to floor with pick proof sealant bead. Weld skirt to bed pan and fill gaps with pick proof sealant prior to finish painting. Provide with 70% aliphatic epoxy primer for field finish with special coating system. (Basis of Design: Norix Special Order).

## Section III

## SCOPE OF CONSTRUCTION – ARCHITECTURAL

Holding Cells and Observation Cells: Cast in place concrete benches and bunks.

Cell Desks (standard and accessible): 20" x 24" (32" wide at Accessible cells) x 10 gage #4 finish stainless steel wall mounted. (Basis of Design: Norix Special Order).

Cell Desk Stools (standard): Floor mounted stool with 14 gage #4 finished stainless steel seat and powder coated steel tube post. (Basis of Design: Norix S561-120).

Cell Desk Stools (accessible): Wall mounted swing stool with 14 gage #4 finished stainless steel seat and powder coated angles steel tube support. (Basis of Design: Custom configuration to meet BSCC anti-ligature requirements)

Dayroom Tables: 4 or 6 person table design supported by seat stools rather than center post. 14 gage stainless steel tops with #4 finish. Support tubes and framing with manufacturer's standard powder coat finish. (Basis of Design: Norix Max Master – Custom configuration as indicated).

Dayroom Video Visitation Stations (standard): Nominal 13" deep by 28" tall by 30" wide 14 gage #4 finish stainless steel privacy panel and shelf unit with attached floor mounted seat with 14 gage stainless steel seat. (Basis of Design: Norix InteleStation).

Dayroom Video Visitation Stations (accessible): Nominal 13" deep by 28" tall by 32" wide 14 gage #4 finish stainless steel privacy panel and shelf unit with separate wall mounted swing stool. (Basis of Design: Norix InteleStation).

Toilet Privacy Panels: 2" thick wall panel of similar construction to Detention Metal Wall Panel system. Slope top edge from 48" at wall to 36" height at free edge. Provide with 70% aliphatic epoxy primer for field finish with special coating system.

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Section III SCOPE OF CONSTRUCTION/BASIS OF DESIGN – PHYSICAL SECURITY

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**GENERAL:**

Building walls will provide a secure perimeter around the new Behavioral Housing Unit attached to the existing facility via an overhead bridge. The number of doors and windows through the secure perimeter will be minimized as allowed by Code. Doors and windows passing through the secure perimeter walls will contain detention grade windows, frames, doors, and hardware. Existing Central Control will be interfaced with the new building controls. Jared Osborn, lead technician at the current facility, is in charge of the door locking control electronics and programming. He will work closely with the contractors to ensure all the new approved hardware and electronics functions appropriately with the current system. The door controls, cameras, and intercoms will allow the facility staff to efficiently and safely control circulation.

**Detention Equipment Contractor:**

The Detention Equipment Contractors (DEC's) shall be pre-qualified to bid this scope of work in order to maintain the highest level of quality. Each contractor must have a proven history of successfully completing major correction projects. All work shall be completed in accordance with the current requirements of codes, standards and agencies. This scope shall include:

- Detention Hollow Metal
- Detention Hardware
- Security Glass
- Coordination, integration, and interfacing required with the door locking control systems.
- Training and demonstration to the Owner for the operation and maintenance of all equipment provided.

The project may include additional scopes of work that the General Contractor may choose to be provided by the DEC. This work may include the following

- Commercial Hardware
- Commercial Hollow Metal
- Commercial Glass
- Metal Wall Panels

All existing security glass, hardware, and hollow metal in the facility will remain. New security glass, hardware, and hollow metal will be added to the expansion to extend the secure perimeter around the entire facility.

**Detention Hollow Metal:**

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Section III SCOPE OF CONSTRUCTION/BASIS OF DESIGN – PHYSICAL SECURITY

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The Detention Hollow Metal will be manufactured by a nationally recognized manufacturer equal to Trussbilt. The security detention Hollow Metal Doors, Frames, and Windows will be custom fabricated and shall comply with:

- ❑ ASTM F1450-12a Standard Test Methods for Hollow Metal Swing Door Assemblies for Detention and Correctional Facilities
- ❑ NAAMM 863 Guide Specifications for Detention Security Hollow Metal Doors and Frames

Dayroom window frames shall be designed so the inmate side has a frame that is as flush to the glass as possible to eliminate a “ledge” for setting objects or climbing upon. Bars over windows shall not be used to allow for clear unobstructed observation of inmates.

Detention Hollow Metal Doors, Frames, and Windows shall be constructed of 14-gauge steel in all areas. Cell and detention doors shall be constructed of 12-gauge steel. All security hollow metal frames shall be constructed of 12-gauge steel. Center mounted cuff ports will also be utilized in all dayroom entry doors.

**Detention Hardware:**

This narrative describes “electro-mechanical” type hardware. The security hardware will be manufactured by RR Brink & Souther Folgers exclusively. The security hardware design criteria presented below are based on the requirements and features of the products manufactured by RR Brink. All detention key cylinders shall be high security ASSA Mogul for circulation and Medeco keys for cells, except at paracentric locks. Detention hardware shall include but is not necessarily limited to mechanical and electro-mechanical security locks for swinging doors and sliding devices as utilized per the following:

- ❑ Secure perimeter exterior doors, dayroom doors, controlled circulation swing doors and control rooms shall utilize an electro-mechanical RR Brink 5020S or Southern Folgers 10120 series lock for swinging door applications, equipped with ASSA Mogul cylinders and will include a RR Brink 201023 door position switch. These doors will be controlled/monitored from Central Control. Sub-dayrooms will be programmed with a ½ cycle function to allow the door to remain unlocked during designated hours.
- ❑ Temporary Holding Cell Doors shall utilize a RR Brink 3022-FSE-MSLH/MCLH-E series lock for swinging doors and a RR Brink 201023 door position switch.
- ❑ Doors to activity rooms, offices, mechanical and electrical rooms, laundry room, medical supplies, dayroom offices, dayroom classrooms and dayroom janitor’s closets will utilize a mechanical RR Brink 7070 series lock. Mechanical and

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Section III SCOPE OF CONSTRUCTION/BASIS OF DESIGN – PHYSICAL SECURITY

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electrical rooms will also be equipped with a RR Brink 201023 door position switch.

- ❑ Yard Maintenance Man Gates will utilize a mechanical RR Brink 7086 series lock for swinging door applications. All yard gates shall be swing type.
- ❑ Cuff and shackle ports in cell doors shall be center mounted. Cuff and shackle ports shall utilize a RR Brink 7010 series deadbolt lock. When in a fire-rated opening, these doors will utilize a RR Brink 7017 series snap-lock.
- ❑ Detention grade chase doors will utilize a RR Brink 7010 series lock. When in a fire rated wall, these chase doors will utilize a RR Brink 7017 series snap-lock.
- ❑ All detention key cylinders shall be high security ASSA Mogul for circulation and Medeco keys for cells, except at paracentric locks. Paracentric key cylinders shall be kept to a minimum.

Doors shall utilize miscellaneous hardware where applicable, which will include door position switch, pulls, closer, hinges, stops, and weatherstrip.

**Security Glass:**

Pre-approved glass manufacturers, Global Security Glazing or Sheffield Plastics, will provide the Security Glass. A variety of glass types & thickness will be utilized. The products selected will offer the level of secure protection against physical attack required in various locations. Spares should be provided for backup stock. Security Glass will be of the following construction:

Glass-Clad Polycarbonate laminates will be used at all locations. A variety of glass types & thickness will be utilized. The products selected will offer the level of secure protection against physical attack required at various locations in the facility. These products shall comply with HPW TP-0500.02 level II through IV forced entry and WMFL level II and III Ballistic/Physical/Flame attack testing requirements. Glass will be of the following construction:

**Standard Security Glass Clad Polycarbonate:**

- ❑ Grade 1: 1" Glass Clad polycarbonate (WMFL level II – 60 minute physical attack, ASTM F1915 Grade 1 – 60 minute containment)
- ❑ Grade 2: 3/4" Glass Clad polycarbonate (WMFL level III – 30 minute physical attack, ASTM F1915 Grade 2 – 40 minute containment)
- ❑ Grade 3: 11/16" Glass Clad polycarbonate (HPW level II Forced entry, ASTM F1915 Grade 3 – 20 minute containment)

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Section III SCOPE OF CONSTRUCTION/BASIS OF DESIGN – PHYSICAL SECURITY

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- Grade 4: 1/4" Tempered glass

**Insulated Security Glass:**

- Grade 1: 1-5/8" tinted gray tempered exterior, insulated air-gap unit with heat strengthened interior glass (WMFL level II – 60 minute physical attack, ASTM F1915 Grade 1 – 60 minute containment)
- Grade 2: 1-3/8" tinted gray tempered exterior, insulated air-gap unit with heat strengthened interior glass (WMFL level III – 30 minute physical attack, ASTM F1915 Grade 2 – 40 minute containment)
- Grade 3: 1-7/16" tinted gray tempered exterior, insulated air-gap unit with heat strengthened interior glass (HPW level II Forced entry, ASTM F1915 Grade 3 – 20 minute containment)

**Fire Rated Security Glass (where fire ratings occur):**

- Grade 1: 1" 45 minute fire-rated wire glass clad polycarbonate (ASTM F1915 Grade 2 – 40 minute containment rating).
- Grade 2: 15/16" 45 minute fire-rated wire glass clad polycarbonate (ASTM F1915 Grade 3 – 20 minute containment rating).
- Grade 3: 13/16" 45 minute fire-rated wire glass clad polycarbonate (ASTM F1915 Grade 4 – 10 minute containment rating).
- Grade 4: 5/16" impact safety-rated fire-rated from 20 minutes up to 3 hours (for use in narrow vision lites in doors).

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Section III: SCOPE OF CONSTRUCTION/BASIS OF DESIGN – STRUCTURAL

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**DESIGN CRITERIA:**

The following criteria are provided to define the scope of the project and provide guidance to the Design-Builder. The Design-Builder is responsible for ensuring that design and construction of all improvements complies with all laws, codes, and regulations applicable to local detention facilities and that all systems are complete, integrated, cohesive and functional for their intended purposes.

The Design-Builder shall provide detailed calculations and design documentation for all systems prior to construction and submit for review by the applicable Authority Having Jurisdiction (AHJ). Performance criteria identify minimum levels of quality, materials, and workmanship.

**Codes & Standards:**

The Structural design of the project shall be based on the following codes and standards:

- ❑ 2016 California Building Code (CBC), California Code of Regulation, Title 24, Part 2-Volumes 1 and 2 as amended therein.
- ❑ 2016 California Electrical Code (CEC), California Code of Regulation, Title 24, Part 3 as amended therein.
- ❑ 2016 California Mechanical Code (CMC), California Code of Regulation, Title 24, Part 4 as amended therein.
- ❑ 2016 California Plumbing Code (CPC), California Code of Regulation, Title 24, Part 5 as amended therein.
- ❑ 2016 California Energy Code, California Code of Regulation, Title 24, Part 6 as amended therein.
- ❑ 2016 California Fire Code (CFC), California Code of Regulation, Title 24, Part 9 as amended therein.
- ❑ 2016 California Green Building Standards.
- ❑ American Society of Civil Engineers – Minimum Design Loads for Buildings and Other Structures (ASCE 7-10)
- ❑ American Society of Civil Engineers – Building Code Requirements for Masonry Structures (ASCE 5-11)
- ❑ American Society of Civil Engineers – Specification for Masonry Structures (ASCE 6-08)
- ❑ American Concrete Institute - Building Code Requirements for Structural Concrete (ACI 318-11)
- ❑ American Institute of Steel Construction – Steel Construction Manual (AISC 360-10)
- ❑ American Institute of Steel Construction - Seismic Provisions for Structural Steel Buildings (AISC 341-10)

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Section III: SCOPE OF CONSTRUCTION/BASIS OF DESIGN – STRUCTURAL

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- ❑ American Welding Society AWS D-1.1, "Structural Welding Code-Steel", latest edition.
- ❑ American Welding Society AWS D-1.3, "Structural Welding Code-Sheet Steel" latest edition.
- ❑ American Iron and Steel Institute - Specification for the Design of Cold-Formed Steel Structural Members (AISI S100-07/S2-10)

**BASIS OF DESIGN:****General Design Criteria:**

The structural design of the project shall be based on the following design criteria:

- ❑ Dead Loads: In addition to the self-weight of the structural framing members, dead loads include but are not limited to suspended mechanical ducts, piping including the weight of the water, plumbing and fire protection pipes, electrical lighting and cables, ceiling, floor finishes, access flooring, insulation and roofing.
- ❑ Live Load:
  - Roof = 20 psf
  - Stairs = 100 psf
- ❑ Seismic:
  - Seismic Design Category D
  - Importance Factor,  $I_E = 1.25$
  - Risk Category III
  - All life safety equipment shall be anchored using an  $I_p = 1.5$ . This includes the emergency generators, fire sprinkler system exhaust systems for smoke and egress lighting. All equipment related to the above systems shall have special seismic certification.
- ❑ Wind:
  - Ultimate Design Wind Speed - 115 mph
  - Exposure Level - Exposure C

**Structural Systems**

System description:

- ❑ The facility will be constructed using the following materials: The roof system will consist of 2 ½" light weight concrete over 2W x 20 gauge metal deck spanning to steel beams. The steel beams will be supported by a mix of steel girders and concrete masonry unit (CMU) bearing walls. The bearing and shear walls will be 8" thick solid grouted reinforced CMU

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**Section III: SCOPE OF CONSTRUCTION/BASIS OF DESIGN – STRUCTURAL**

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(medium weight) walls. The lateral system will consist of intermediate reinforced masonry shear walls. The walls will be supported by conventional shallow foundations.

- The non-bearing security walls will be free standing solid grouted reinforced 8" CMU (medium weight) walls.
- The facility may be divided by seismic joints as needed.
- The cells will be load bearing and shall be designed to support their own vertical and lateral loads.

**ALTERNATE SYSTEMS:**

The structural design of the project shall make provisions for the following alternates to the systems and equipment.

**Alternates Allowed**

- Tilt-up, precast or cast-in-place walls
- Hollow core plank for the roof with light weight concrete topping

**Alternates Not Allowed**

- Open web joists are not permitted unless a security ceiling is provided in secure areas.
- Post-tensioned concrete is not permitted.

Section III: SCOPE OF CONSTRUCTION/BASIS OF DESIGN – STRUCTURAL

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**DESIGN CRITERIA:**

The following criteria are provided to define the scope of the project and provide guidance to the Design-Builder. The Design-Builder is responsible for ensuring that design and construction of all improvements complies with all laws, codes, and regulations applicable to local detention facilities and that all systems are complete, integrated, cohesive and functional for their intended purposes.

The Design-Builder shall provide detailed calculations and design documentation for all systems prior to construction and submit for review by the applicable Authority Having Jurisdiction (AHJ). Performance criteria identify minimum levels of quality, materials, and workmanship.

**Codes & Standards:**

The mechanical design of the project shall be based on the following codes and standards:

- ❑ 2016 California Building Code (CBC), California Code of Regulation, Title 24, Part 2-Volumes 1 and 2 as amended therein.
- ❑ 2016 California Electrical Code (CEC), California Code of Regulation, Title 24, Part 3 as amended therein.
- ❑ 2016 California Mechanical Code (CMC), California Code of Regulation, Title 24, Part 4 as amended therein.
- ❑ 2016 California Plumbing Code (CPC), California Code of Regulation, Title 24, Part 5 as amended therein.
- ❑ 2016 California Energy Code, California Code of Regulation, Title 24, Part 6 as amended therein.
- ❑ 2016 California Fire Code (CFC), California Code of Regulation, Title 24, Part 9 as amended therein.
- ❑ 2016 California Green Building Standards.
- ❑ Items not covered herein and in the above documents shall conform to the applicable provisions of the following codes and standards: ASHRAE Standards, SMACNA Standards.

**BASIS OF DESIGN:****General Design Criteria:**

The mechanical design of the project shall be based on the following design standards:

- ❑ Provide a Mechanical System complete in place, tested and approved, as specified, and as needed for a complete, usable and proper installation. All equipment shall be installed per the criteria documents and manufacturer's recommendations.
- ❑ Provide design, engineering, installation, start-up, testing, adjusting, load balancing and commissioning of complete and operational electrical systems and related distribution.

## Section III

## SCOPE OF CONSTRUCTION – MECHANICAL

- ❑ Provide detailed engineering calculations for all systems prior to construction to confirm final sizes and equipment configurations and submit for approval by the County. Performance Criteria shall identify minimum levels of quality, materials and workmanship.
- ❑ The Design-Build Entity shall provide all commissioning required through completion of construction. A commissioning agent shall be hired by the County to verify the Design-Build Entity commissions the building to meet performance requirements.
- ❑ The entire mechanical system design must be based on an overall level of quality and maintainability commensurate with a County owned, long term investment. The design shall incorporate proven technology and equipment.
- ❑ The mechanical system shall be designed using the most stringent and latest adopted editions of the codes, standards and guidelines published.
- ❑ All mechanical equipment and materials shall be installed to not be damaged or cause damage to other systems during a seismic event.

**Utility Incentives – PG&E:**

- ❑ Design-Build Entity shall provide consulting and construction assistance to the County to obtain Savings by Design energy incentive financing from Pacific Gas & Electric Company (PG&E).
- ❑ Refer to Savings by Design Participant Handbook, published by PG&E.
- ❑ Create and submit to PG&E Savings by Design application(s).
- ❑ Provide energy modeling software and simulations required by the Savings by Design Program.
- ❑ Establish the Title 24 baseline.
- ❑ Demonstrate to PG&E the energy model and electric energy savings in excess of Title 24 minimums.
- ❑ Complete the Savings by Design contract with PG&E for available rebates to the owner.

**Design Standards:**

The mechanical design of the project shall be based on the following design per ASHRAE Standards:

- ❑ Outdoor Summer Design Conditions: 95.3°F DB/67.1°F WB
- ❑ Outdoor Winter Design Conditions: 29.7°F DB

## Section III

## SCOPE OF CONSTRUCTION – MECHANICAL

- ❑ Housing Day Room & Inmate Cells: 75°F Cool/70°F Heat
- ❑ Housing Administrative Segment: 75°F Cool/70°F Heat
- ❑ Support Administration/Staff Services: 75°F Cool/70°F Heat
- ❑ Support Storage: 78°F Cool/68°F Heat
- ❑ Support Medical Exam: 75°F Cool/70°F Heat
- ❑ Conference Rooms: 75°F Cool/70°F Heat
- ❑ Support Main Circulation: 75°F Cool/70°F Heat
- ❑ Ventilation and exhaust rates will be designed to meet the 2013 CMC requirements.
- ❑ Humidity control design will be designed to meet ASHRAE Standards.

**Existing Conditions:**

The existing site is served by an onsite central plant which generates chilled water and heating water through a distribution loop. Preliminary calculations based on the estimated site loads were performed and it was determined that although the central plant has sufficient capacity to serve the new addition, the effort of extending the underground distribution system would be cost prohibitive. For this reason, an air cooled chiller system with hydronic heating boilers was selected as the preferred basis of design. The following is a description of the proposed systems.

The site will be furnished with a 115 TON cooling hydronic system and a 1,000 MBH heating hydronic systems. The systems will be sized for the current project design loads without consideration for future expansion. The systems will consist of the following equipment:

- a. (2) Air cooled chillers with distribution pumps and piping system for hydronic cooling. The basis of design will be as follows: TRANE air cooled chillers, and Grundfos pumps.
- b. (4) Multistage hydronic heating boiler with distribution pumps and piping system for hydronic heating. The basis of design will be as follows: Cleaver Brooks boilers, and Grundfos pumps.
- c. Energy saving systems will be considered and incorporated into the design to improve the life cycle cost of the facility. System to be considered will include ice storage systems, chilled water storage systems, and/or geothermal systems.
- d. Control strategies will also be implemented to help improve the facilities efficiency including HVAC and Plumbing monitoring and

metering technologies.

The facility will be furnished with (4) roof mounted air handling units with hydronic heating and cooling coils. (1) Air handling unit will serve each housing unit. The air handling units will be fan array type consisting of a minimum of two fans to provide redundancy and will have variable frequency drives for thermal comfort control and energy efficiency. Enhanced filtration will be provide for a reduction in environmental atmospheric cross contamination events. Air handling units will also be furnished with marine lights, outlet receptacles and auxiliary lights to facilitate equipment maintenance. Hydronic reheat will be provided in independent zones requiring individual thermal control. The basis of design will be as follows: TRANE air handling units, ABB VFDs.

The MDF (main distribution frame) and IDF (intermediate distribution frame) rooms will be furnished with dedicated redundant split system units. The split system condensing units will be roof mounted and the fan coil units will be located in the MDF and IDF rooms. The basis of design will be as follows: TRANE split system units.

Exhaust will be accomplished with multi speed roof mounted exhaust fans. Exhaust fans will provide general exhaust & odor control at lower speeds and chemical purge and smoke control at higher speeds. The exhaust fans will be interlocked with the fire alarm systems and air handling units to prevent cross contamination during a smoke or chemical purge situation. The basis of design will be as follows: Greenheck exhaust fans, and ABB VFDs.

A DDC Building Management System (BMS) will be provided and will be interlocked with a site wide BMS for controls and operations. All HVAC equipment will be controlled through the BMS system.

Security bars will be provided at all roof and wall duct openings larger than 5 inches.

Security grilles will be provided at all inmate accessible areas. Equipment located 10 feet above finished floor is considered inaccessible by inmates. Inmate cells will be provided with ceiling mounted supply and exhaust distribution. The basis of design will be as follows: Titus diffusers.

**ALTERNATE SYSTEMS:**

The mechanical design of the project shall make provisions for the following alternates to the systems and equipment.

**Alternates Allowed:**

- ❑ Approved manufacturers providing equipment equal to the basis of design in construction and operation.
- ❑ Variable Volume Terminal Units in isolated administration areas.

**Alternates Not Allowed:**

- ❑ DX Packaged air handling units.
- ❑ Gas fired air handling units.
- ❑ Air handling units with housed centrifugal fan.
- ❑ Air handling units without double wall insulation and thermal breaks.
- ❑ Air handling units without a fan array system.
- ❑ Closed protocol BMS systems

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**DESIGN CRITERIA:**

The following criteria are provided to define the scope of the project and provide guidance to the Design-Builder. The Design-Builder is responsible for ensuring that design and construction of all improvements complies with all laws, codes, and regulations applicable to local detention facilities and that all systems are complete, integrated, cohesive and functional for their intended purposes.

The Design-Builder shall provide detailed calculations and design documentation for all systems prior to construction and submit for review by the applicable Authority Having Jurisdiction (AHJ). Performance criteria identify minimum levels of quality, materials, and workmanship.

**Codes & Standards:**

The plumbing design of the project shall be based on the following codes and standards:

- ❑ 2016 California Building Code (CBC), California Code of Regulation, Title 24, Part 2-Volumes 1 and 2 as amended therein.
- ❑ 2016 California Electrical Code (CEC), California Code of Regulation, Title 24, Part 3 as amended therein.
- ❑ 2016 California Mechanical Code (CMC), California Code of Regulation, Title 24, Part 4 as amended therein.
- ❑ 2016 California Plumbing Code (CPC), California Code of Regulation, Title 24, Part 5 as amended therein.
- ❑ 2016 California Energy Code, California Code of Regulation, Title 24, Part 6 as amended therein.
- ❑ 2016 California Fire Code (CFC), California Code of Regulation, Title 24, Part 9 as amended therein.
- ❑ 2016 California Green Building Standards.
- ❑ Items not covered herein and in the above documents shall conform to the applicable provisions of the following codes and standards: American Society of Plumbing Engineers.

**BASIS OF DESIGN:****General Design Criteria:**

The plumbing design of the project shall be based on the following design standards:

- ❑ Provide a Plumbing System complete in place, tested and approved, as specified, and as needed for a complete, usable and proper installation. All equipment shall be installed per the criteria documents and manufacturer's recommendations.
- ❑ Provide design, engineering, installation, start-up, testing, adjusting, load balancing and commissioning of complete and operational electrical systems and related distribution.

- ❑ Provide detailed engineering calculations for all systems prior to construction to confirm final sizes and equipment configurations and submit for approval by the County. Performance Criteria shall identify minimum levels of quality, materials and workmanship.
- ❑ The Design-Build Entity shall provide all commissioning required through completion of construction. A commissioning agent shall be hired by the County to verify the Design-Build Entity commissions the building to meet performance requirements.
- ❑ The entire plumbing system design must be based on an overall level of quality and maintainability commensurate with a County owned, long term investment. The design shall incorporate proven technology and equipment.
- ❑ The plumbing system shall be designed using the most stringent and latest adopted editions of the codes, standards and guidelines published.
- ❑ All plumbing equipment and materials shall be installed to not be damaged or cause damage to other systems during a seismic event.

**Utility Incentives – PG&E:**

- ❑ Design-Build Entity shall provide consulting and construction assistance to the County to obtain Savings by Design energy incentive financing from Pacific Gas & Electric Company (PG&E).
- ❑ Refer to Savings by Design Participant Handbook, published by PG&E.
- ❑ Create and submit to PG&E Savings by Design application(s).
- ❑ Provide energy modeling software and simulations required by the Savings by Design Program.
- ❑ Establish the Title 24 baseline.
- ❑ Demonstrate to PG&E the energy model and electric energy savings in excess of Title 24 minimums.
- ❑ Complete the Savings by Design contract with PG&E for available rebates to the owner.

**Plumbing Utilities:**

The plumbing utilities will be located on site. The existing water, sanitary sewage, gas main, and fire protection water utilities will be extended to the facility. Natural gas will be provided to serve as the primary fuel source for the domestic hot water systems. The domestic water, and gas services will be metered.

The facility plumbing systems will include all domestic water, sanitary sewer and vent piping systems to serve all plumbing fixtures including showers, water closets, urinals, lavatories, mop sinks, service sinks, drinking fountains and hose-bibbs. Domestic hot water will be provided from individual water heaters located at each housing unit. Recirculating pumps will be provided for quick response demand.

Cells located in critical inmate areas will be furnished with detention grade combination units equipped with a drinking bubbler, toilet and a lavatory hand wash. Waste and vent stacks will be equipped with anti-clogging controls. Flushable floor drain/sink will be provided in the safety cells. Inmate toilets will be provided with flush control systems and regulators.

Provisions will be made for emergency eyewash stations in critical holding areas.

Hose bibbs will be provided in security grade lockout boxes in the dayrooms and will also be included in the yard and on the roof for maintenance.

Housing showers will be concrete masonry units with antibacterial growth spray film.

The facility will also be provided with a wet pipe sprinkler system designed to meet the local codes and NFPA standards. Cells located in critical inmate areas will be furnished with breakaway fire sprinkler heads. A pre-action fire suppression system will be furnished in the MDF/IDF Rooms.

Preliminary calculations will be performed to determine the requirements for a fire pump. However, the criteria documentation will require the design builder to perform their own calculations and verify the need for a fire pump.

Considerations will be made for potential water reclamation and rain water harvesting systems to serve the green roofs and yards.

The plumbing equipment basis of design will be as follows:

- ❑ Acorn: Detention grade combination units, detention grade water closets, detention grade lavatories, detention grade shower devices, detention grade tubs, hose-bibbs, emergency eyewash stations.
- ❑ American Standard: Lavatories, urinals, and water closets.
- ❑ Elkay: Mop sinks, sinks, service sinks, water coolers.
- ❑ Just: Medical sinks.
- ❑ Chicago: Faucets.
- ❑ Sloan: Flush valves.
- ❑ Smith: Floor drains, floor sinks.

- ❑ Fire Sprinklers: Tyco

**ALTERNATE SYSTEMS:**

The plumbing and fire protection design of the project shall make provisions for the following alternates to the systems and equipment.

**Alternates Allowed:**

- ❑ Approved manufacturers providing equipment equal to the basis of design in construction and operation.

**Alternates Not Allowed:**

- ❑ Non detention grade quality combination units in holding cells.

**DESIGN CRITERIA:**

The following criteria are provided to define the scope of the project and provide guidance to the Design-Builder. The Design-Builder is responsible for ensuring that design and construction of all improvements complies with all laws, codes, and regulations applicable to local detention facilities and that all systems are complete, integrated, cohesive and functional for their intended purposes.

The Design-Builder shall provide detailed calculations and design documentation for all systems prior to construction and submit for review by the applicable Authority Having Jurisdiction (AHJ). Performance criteria identify minimum levels of quality, materials, and workmanship.

**Codes & Standards:**

The Electrical design of the project shall be based on the following codes and standards:

- ❑ 2016 California Building Code (CBC), California Code of Regulation, Title 24, Part 2-Volumes 1 and 2 as amended therein.
- ❑ 2016 California Electrical Code (CEC), California Code of Regulation, Title 24, Part 3 as amended therein.
- ❑ 2016 California Mechanical Code (CMC), California Code of Regulation, Title 24, Part 4 as amended therein.
- ❑ 2016 California Plumbing Code (CPC), California Code of Regulation, Title 24, Part 5 as amended therein.
- ❑ 2016 California Energy Code, California Code of Regulation, Title 24, Part 6 as amended therein.
- ❑ 2016 California Fire Code (CFC), California Code of Regulation, Title 24, Part 9 as amended therein.
- ❑ 2016 California Green Building Standards.

**BASIS OF DESIGN:****General Design Criteria:**

The electrical design of the project shall be based on the following design standards:

- ❑ Provide an Electrical System complete in place, tested and approved, as specified, and as needed for a complete, usable and proper installation. All equipment shall be installed per the criteria documents and manufacturer's recommendations.
- ❑ Provide design, engineering, installation, start-up, testing, adjusting, load balancing and commissioning of complete and operational electrical systems and related distribution.
- ❑ Provide detailed engineering calculations for all systems prior to construction to confirm final sizes and equipment configurations and submit for approval by the County.

## Section III

## SCOPE OF CONSTRUCTION – ELECTRICAL

Performance Criteria shall identify minimum levels of quality, materials and workmanship.

- The Design-Build Entity shall provide all commissioning required through completion of construction. A commissioning agent shall be hired by the County to verify the Design-Build Entity commissions the building to meet performance requirements.
- The entire electrical system design must be based on an overall level of quality and maintainability commensurate with a County owned, long term investment. The design shall incorporate proven technology and equipment.
- The electrical system shall be designed using the most stringent and latest adopted editions of the codes, standards and guidelines published.
- All electrical equipment and materials shall be installed to not be damaged or cause damage to other systems during a seismic event.

**Electrical Service:**

- Main electrical service equipment for the site shall be installed outside in the electrical yard.
- All building services shall be metered. Meters shall be digital type with reporting capability. Meters shall be connected to the Java Application Control Engine (JACE) via BACnet protocol where electrical use can be monitored on a real time basis. Provide conduit and wire to the JACE.
- Electrical service sizing contained in these criteria documents is based on preliminary calculations. The Design-Build Entity is responsible for confirming the service sizing and making any necessary adjustments based on all applicable codes and standards.
- Provide voltage drop computations for all large feeders (100A and larger). Feeder conductors shall be sized for a maximum voltage drop of 2% at design load. Branch circuit conductors shall be sized for a maximum voltage drop of 3% at design load.

**Secondary:**

- All services into buildings from the main site switchboard shall be via underground ducts. Provide an interior distribution system consisting of insulated conductors in conduit. Provide connections for all equipment, plumbing systems, air conditioning and ventilation systems, fire alarm systems, etc. for a complete installation.

**Space Requirements, Equipment Location and Plant Arrangement:**

- ❑ Step-down transformers and panelboards shall be located within electrical rooms.
- ❑ Panels or other electrical equipment shall not be installed in areas such as corridor walls or any walls in occupied spaces.
- ❑ Motor control centers, motor controllers and disconnects, distribution boards, panelboards, and step down transformers serving central plant equipment shall be located within the electrical yard.
- ❑ All equipment shall be arranged for maximum service access, while reserving space for future equipment and future uses.
- ❑ The electrical distribution system shall consist of main switchboards for both normal and emergency power systems. Along with the main switchboards, the remainder of the electrical distribution system shall be made up of: an automatic transfer switch, step-down transformers, feeders, distribution switchboards, motor control centers and lighting and power panelboards.
- ❑ The emergency power system shall consist of a diesel driven generator with a base-mounted fuel tank, batteries and charging system, and generator control inside of an environmental enclosure. Also provide a remote generator monitoring panel located in the MADF. Provide a critical level silencer on the exhaust side of the generator. In addition, provide an automatic transfer switch with bypass isolation.

**Utility Incentives – PG&E:**

- ❑ Design-Build Entity shall provide consulting and construction assistance to the County to obtain Savings by Design energy incentive financing from Pacific Gas & Electric Company (PG&E).
- ❑ Refer to Savings by Design Participant Handbook, published by PG&E.
- ❑ Create and submit to PG&E Savings by Design application(s).
- ❑ Provide energy modeling software and simulations required by the Savings by Design Program.
- ❑ Establish the Title 24 baseline.
- ❑ Demonstrate to PG&E the energy model and electric energy savings in excess of Title 24 minimums.
- ❑ Complete the Savings by Design contract with PG&E for available rebates to the owner.

**Main Electrical Switchboards:**

- ❑ Main Switchboards shall be 277/480V, 3-phase, 4-wire. Preliminary load calculations indicate a normal power service of 800A at 480/277V, 3-phase, 4-wire and a standby power service of 400A at 480/277V, 3-phase, 4-wire. Provide transient voltage surge suppression on main switchboard. TVSS can be integral or mounted remotely. The switchboards shall be seismically mounted to a raised concrete base and shall be free standing and self-supporting unit.
- ❑ The main switchboards for both normal and emergency power shall consist of an underground pull section, meter & main breaker section, and distribution sections. All bus bars shall be electrical grade copper. Aluminum bus bars will not be accepted. Provide space and spare capacity in main switchboards for an additional 20% load capacity and breaker space.
- ❑ Circuit breaker types and interrupting capacities shall be selected based on the results of a short circuit and coordination study. Current limiting and series rated devices shall be utilized where identified as appropriate by the short circuit study and must be UL approved as a series rated system. Include an arc-flash study and identify equipment with such hazards accordingly.
- ❑ Receive, inspect, handle, store, and install switchboards and accessories according to NECA 407.
- ❑ Equipment Mounting: Install switchboards on reinforced concrete base, 4" nominal thickness.
- ❑ Normal and emergency services shall be metered. The meter shall have a test switch installed in the switchgear or metering cabinet. Metering equipment should provide at a minimum: volts, amps, KVA, KVAR, power factor, peak KW, and KWHR.

**Interior Distribution Switchboards:**

- ❑ Interior distribution switchboards rated at 480/277V, 3-phase, 4-wire.

**Interior Low Voltage Distribution Transformers:**

- ❑ Interior Distribution Transformers (less than 600V) shall be located within designated electrical rooms. Ventilation and cooling shall be required to maintain specific temperature and humidity levels. Refer to Mechanical Narratives for requirements.
- ❑ Install wall-mounted transformers level and plumb with wall brackets fabricated by transformer manufacturer.

- ❑ Transformers shall be installed a minimum of 20 feet from data racks. K13 rated transformers shall be provided for panels with computer loads.
- ❑ Transformers may be ground-mounted or trapeze-mounted.

**Electrical Branch Circuit Panelboards:**

- ❑ Panelboards shall be provided with full-sized neutrals and ground bars, copper bus, with thermal magnetic type molded case main and branch circuit breakers. Provide branch circuit panelboards with bolt-on type breakers only to serve loads as required. Main breakers shall be individually mounted.
- ❑ Provide 480/277V, 3-phase, 4-wire panels to serve the lighting and HVAC loads. All panels shall be rated for 225A minimum at 480/277V and contain minimum 25% spare capacity and circuit breaker mounting space. Provide quantities of lighting panels as needed to serve the lighting loads.
- ❑ Provide 208/120V, 3-phase, 4-wire power panels to serve the general power loads. All power panels shall be rated for 225A minimum at 208/120V and contain 25% spare capacity and circuit breaker mounting space. Provide quantities of power panels as needed to serve the general power loads.
- ❑ Provide 208/120V, 3-phase, 4-wire power to serve the Computer loads. All computer power panels shall be rated for 225A minimum at 208/120V, 3-phase, 4-wire and shall have 200% neutral. All necessary precautions shall be taken to minimize harmonics on the computer power panels. Provide minimum 25% spare capacity, 20% spare 20A-single pole circuit breakers and 20% spare circuit breaker mounting space in all power panels.
- ❑ Areas of high electrical load density such as computer rooms with servers, IT and security closets, and other special service areas shall have dedicated panelboards with 200% rated neutral busses. Also provide TVSS unit at panels serving computer loads. Group clean power loads together onto panels, separating them from dirty power loads and motor loads.
  - Electrical panels shall not be located in the telecommunications rooms.
  - Electrical panels serving technical power loads shall have surge protector devices on each panel.
  - Electrical panels serving telecommunications rooms and low-voltage security electronics rooms shall not contain any lighting or motor loads.

## Section III

## SCOPE OF CONSTRUCTION – ELECTRICAL

- ❑ Mount panelboard cabinet plumb and rigid without distortion of box. Mount recessed panelboards with fronts uniformly flush with wall finish and mating with back box.
- ❑ Stub (4) 1" empty conduits from flush mounted panelboards into accessible ceiling space or space designated to be ceiling space in the future. Stub (4) 1" empty conduits into raised floor space or below slab not on grade.
- ❑ Arrange conductors in gutters into groups and bundle and wrap with wire ties.
- ❑ Create a printed directory to indicate installed circuit loads and incorporating County's final room designations. Obtain approval before installing. Use a computer or typewriter to create directory; handwritten directories are not acceptable.

**Enclosed Switches and Circuit Breakers:**

- ❑ Provide enclosed circuit breakers and switches where required. All interior switches or breakers in dry environments shall be NEMA type 1. Interior switches or breakers subject to damp or wet environments shall be NEMA 4X. All switches and breakers located outdoors shall be NEMA 3R or 4X.
- ❑ All enclosed switches or breakers shall be provided with lock-off capability built into the device.
- ❑ Install individual wall-mounted switches and circuit breakers with tops at uniform height unless otherwise indicated.
- ❑ Label each enclosure with engraved metal or laminated-plastic nameplate.

**Branch Circuits, Outlets and Equipment Connections:**

- ❑ Provide the complete design and installation of all panelboards, feeders, and branch circuits to utilization equipment to include electrical outlets, devices, disconnects, direct electrical connections, conduit, wiring and overcurrent protection devices.
- ❑ Quantity of Outlets (Except Cells and Dayrooms):
  - For Offices, provide a duplex outlet for every 12 linear feet of wall or portion thereof with a minimum of three duplex outlets per Office.
  - For storage rooms, mechanical rooms, and electrical rooms provide a minimum of one duplex outlet for every 100 square feet or portion thereof.
  - For other areas, provide a minimum of one duplex outlet for every 20 linear feet of wall or portion thereof.
  - Provide duplex outlets as required for all equipment.

## Section III

## SCOPE OF CONSTRUCTION – ELECTRICAL

- Provide a duplex outlet within 12 inches of each telephone/data outlet.
- Provide a duplex outlet within 12 inches of each TV outlet.
- Provide one duplex outlet in each cell chase, on emergency power.
- Provide one welding receptacle in a lockable security enclosure outside of each Dayroom.
- On the exterior of the building, provide a duplex outlet for every 200 linear feet of wall or portion thereof. Outlets shall be GFI in a weatherproof while in-use enclosure.
- Provide outlets in the corridor outside the Dayrooms for food cart warming.
- Quantity of Outlets (Cells and Dayrooms):
  - There shall be no outlets in the cells with the exception of ADA cells which are switched from the officer's station.
  - Provide one switched duplex outlet in a lockable enclosure in each ADA cell.
  - Provide one switched outlet in each Dayroom at the officer's station.
- Provide 120V, duplex general receptacles with no more than six receptacles for each 20 amp circuit.
- For computer circuits, provide 120V, duplex general receptacles with no more than three receptacles for each 20 amp circuit.
- Provide a dedicated circuit from an emergency panel to serve building automation control panels.
- Provide dedicated 24-volt circuits to serve temperature control zone air terminal units. One circuit shall serve a maximum of five terminal units.
- Provide dedicated circuit from emergency bus to serve pre-action or chemical based fire suppression systems.
- All boxes and enclosures shall be metal, except non-metallic boxes and enclosures shall be used in corrosive environments.
- Provide all connections to modular furniture and equipment for a complete installation.
- Provide branch circuiting to all power supplies for all low voltage systems.
- Refer to Telecom, Data, and Security sections for additional electrical requirements.

## Section III

## SCOPE OF CONSTRUCTION – ELECTRICAL

- ❑ Outlets shall not be installed recessed in floors or within floor mounted monuments (Exception: Conference Rooms may have outlets located underneath the location of the conference table).
- ❑ Provide shunt trip circuit breakers where required.

**Electrical Branch Circuit Wiring:**

- ❑ All branch wiring shall be insulated conductors in conduit. All branch circuit wiring shall carry an insulated ground conductor along with the phase conductors and required neutrals. Minimum size of conductors for branch circuits shall be #12 AWG and all conduits shall be a minimum of 3/4".
- ❑ Keep raceways at least 6" away from parallel runs of flues and steam or hot-water pipes. Install horizontal raceway runs above water and steam piping.
- ❑ Arrange stub-ups so curved portions of bends are not visible above the finished slab.
- ❑ Install no more than the equivalent of three 90-degree bends in any conduit run except for communications conduits, for which a maximum of two 90-degree bends are allowed.
- ❑ Conceal conduit within finished walls, ceilings, and floors, unless otherwise indicated.

**Motor Control:**

- ❑ Provide individual motor starters with disconnect switches in motor control centers as required by mechanical equipment. Provide all circuits and connections for motor.
- ❑ Motor starters and variable frequency drives located at individual pieces of mechanical equipment shall be provided by the mechanical Design-Build Entity.
- ❑ Motor Control Centers (MCCs) shall be of a freestanding steel cabinet unless otherwise indicated. NEMA Type 1 unless otherwise indicated to comply with environmental conditions at installed location.
- ❑ Provide heavy-duty Push Buttons, Pilot Lights, and Selector Switches: Heavy-duty type. Push Buttons: Recessed types; maintained contact unless otherwise indicated. Pilot Lights: LED types; "Red" for stopped, "Green" for running. Selector Switches: Rotary "H-O-A" switch.
- ❑ Provide both NC & NO contactor auxiliary contact(s). Control Relays shall be solid-state time-delay relays. Also provide a wall mounted spare-fuse cabinet with hinged lockable door.

## Section III

## SCOPE OF CONSTRUCTION – ELECTRICAL

- ❑ Phase and Neutral-Bus material shall be hard-drawn copper of 98 percent conductivity, tin plated. Neutral Buses shall be rated at 100 percent of the ampacity of phase buses unless otherwise indicated, equipped with mechanical connectors for outgoing circuit neutral cables. Ground Bus shall be rated at 100 percent of the ampacity of phase buses, hard-drawn copper of 98 percent conductivity, equipped with mechanical connectors for feeder and branch-circuit equipment grounding conductors.
- ❑ Install MCCs on 4" nominal thickness reinforced concrete base.
- ❑ Identify field-installed conductors, interconnecting wiring, and components; provide warning signs.
- ❑ Label MCC and each cubicle with engraved nameplate.
- ❑ Label each enclosure-mounted control and pilot device.

**Raceways:**

- ❑ All circuits shall be enclosed in raceways.
  - The raceway system shall be conduit or tubing of the appropriate material except in special applications.
  - Conduit systems shall be concealed in all areas accessible to inmates. Conduit 10 feet or more above finished floor (AFF) shall be considered inaccessible.
  - Surface metal raceways may be used in electrical rooms, mechanical rooms, security/data closets, and the Central Plant.
  - Busway, Cablebus, cable tray, and similar systems may be used in buildings devoted to utilities as appropriate to the buildings' use and circuits involved.
- ❑ Run conduit larger than 1" trade size parallel or at right angles to main reinforcement. Where at right angles to reinforcement, place conduit close to slab support.
- ❑ Arrange raceways to cross building expansion joints at right angles with expansion fittings.
- ❑ Change from EMT to RNC, Type EPC-40-PVC, or rigid steel conduit before going below the floor.
- ❑ Raceway Terminations at Locations Subject to Moisture or Vibration: Use insulating bushings to protect conductors.
- ❑ Install pull wires in all empty raceways. Use polypropylene or monofilament plastic line with not less than 200-lb tensile strength. Leave at least 12" of slack at each end of pull wire.
- ❑ Install with a maximum of two 90-degree bends or equivalent for each length of raceway. Separate lengths with pull or

junction boxes or terminations at distribution frames or cabinets where necessary to comply with these requirements.

- Install raceway sealing fittings at suitable, approved, and accessible locations and fill them with listed sealing compound. For concealed raceways, install each fitting in a flush steel box with a blank cover plate having a finish similar to that of adjacent plates or surfaces. Install raceway sealing fittings where required by NFPA 70.
- Expansion-Joint Fittings for RNC: Install in each run of aboveground conduit that is located where environmental temperature change may exceed 30 deg F, and that has straight-run length that exceeds 25 feet.
- Flexible Conduit Connections: Use maximum of 72" of flexible conduit for recessed and semi-recessed lighting fixtures, equipment subject to vibration, noise transmission, or movement; and for transformers and motors.
- Use LFMC in damp or wet locations subject to severe physical damage.
- Use LFMC or LFNC in damp or wet locations not subject to severe physical damage.
- Recessed Boxes in Masonry Walls: Saw-cut opening for box in center of cell of masonry block, and install box flush with surface of wall.
- Set metal floor boxes level and flush with finished floor surface.
- Set nonmetallic floor boxes level. Trim after installation to fit flush with finished floor surface.
- Apply fire-stopping to electrical penetrations of fire-rated floor and wall assemblies to restore original fire-resistance rating of assembly. Fire-stopping materials and installation requirements are specified in the Performance Specifications, Section "Fire-stopping."

#### Corrosion Protection:

- Do not combine materials that can form an electrolytic couple that will accelerate corrosion in the presence of moisture unless moisture is permanently excluded from junction of such materials.
- Use conductors with protective coatings where conditions cause deterioration or corrosion of conductors.

#### Emergency Power:

- The following Electrical Design Requirements establish the design intent and design criteria for use by the Design-Build Entity in the final design of the project and completion of the construction documents for the emergency power systems.
  - Provide design, engineering, installation, start-up, testing, adjusting, load balancing and commissioning of the emergency electrical power system and related distribution components. Review all of the documents and comply with the requirements.
  - Provide detailed engineering calculations for all emergency electrical power systems prior to construction to confirm final sizes and equipment configurations and submit for approval by the County. Performance Criteria identify minimum levels of quality, materials and workmanship.
  - The system designs must be based on an overall level of quality and maintainability commensurate with a County owned, long term investment. The designs shall incorporate proven technology and equipment.
  - The electrical systems shall be designed using the most stringent and latest adopted editions of the codes, standards and guidelines.
  - Preliminary electrical calculations indicate a generator sized at 300 KW/375 KVA.
  - Provide diesel fuel storage tank to allow generator to operate for a minimum of 72 hours.

**Emergency Load Distribution:**

- Emergency loads shall be connected to dedicated emergency panels provided with both normal power and emergency generator power through a dedicated automatic transfer switch. Transfer time from normal to generator power shall not exceed 15 seconds. Emergency loads shall include the following:
  - Emergency egress and exit lighting systems. Also requires integral battery back-up power to bridge the transition time from loss of utility power to availability of emergency power.
  - Fire alarm and fire suppression equipment.
  - Emergency communications equipment.
  - All EMCS equipment loads.
  - Master Control security system equipment loads.
  - Central Control security system equipment loads.
  - Facility power monitoring and control equipment loads.
  - All on-site security systems equipment.
  - Main kitchen refrigeration equipment.

## Section III

## SCOPE OF CONSTRUCTION – ELECTRICAL

- Medication room refrigeration.
- Misc. medical equipment.
- Refer to Medical Equipment List for additional loads.
- Air Handling Units.
- DX Split System Units.
- Exhaust Fans.
- Refrigerant Monitor and Purge Fan.
- Building Automation System and Controls (BAS).
- Refrigeration and cooler boxes.
- Chiller
- Primary Chilled Water Pumps
- Secondary Chilled Water Pumps
- Cooling Tower
- Condenser Water Pumps
- Hydronic Heating Boiler
- Primary Hot Water Pumps
- Secondary Hot Water Pumps
- Domestic Hot Water Heat Exchangers and Circulating Pumps
- Propane Storage and Distribution System
- Domestic Water Storage Distribution Pumps
- Fire Pumps
- Miscellaneous loads and convenience receptacles as directed by County. Note: During design and prior to final sizing of the emergency generator, the Design-Build Entity is to meet with the County to determine all loads required to be on the emergency power system.

**Emergency Power System Monitoring:**

- Alarms:
  - Automatic Transfer Switch (ATS): Normal/emergency position status.

**Emergency Automatic Transfer Switch:**

- Transfer switch shall be bypass-isolation type.
- Floor-Mounted Switch: Anchor to floor by bolting.
- Concrete Bases: 4" high, reinforced, with chamfered edges. Extend base no more than 4" in all directions beyond the maximum dimensions of switch, unless otherwise indicated or unless required for seismic support.
- Identify components according to the Performance Specifications, Section "Identification for Electrical Systems."
- Set field-adjustable intervals and delays, relays, and engine exerciser clock.

- ❑ Ground equipment according to the Performance Specifications, Section "Grounding and Bonding for Electrical Systems."
- ❑ Connect wiring according to the Performance Specifications, Section "Low-Voltage Electrical Power Conductors and Cables."

**Lighting Systems:**

- ❑ The following Electrical Design Requirements establish the design intent and design criteria for use by the Design-Build Entity in the final design of the project and completion of the construction documents for the lighting systems.
  - Provide design, engineering, installation, start-up, testing, adjusting, load-balancing and commissioning of a complete and operational lighting system and related components for the project.
  - Provide detailed engineering calculations for all lighting systems prior to construction to confirm final illumination values and equipment configurations and submit to the State for approval. Performance Criteria identify minimum levels of quality, materials and workmanship. This project shall be required to conform to and to provide documented proof of compliance with California Title 24 requirements.
  - The Design-Build Entity shall provide the design, layout, furnishing, installation and commissioning of interior lighting equipment and controls for all interior spaces. Lighting power densities shall be lower than the State of California Title 24 allotments by 20% while providing the appropriate illumination levels in accordance with IES recommended standards for each area and task.
  - Interior lighting fixtures shall be energy efficient utilizing the most current proven lamp and ballast technologies. Incandescent lamps shall not be used. Lamp sources shall be LED for long life and energy efficiency.
  - Interior lighting controls shall comply with the latest enacted edition of the California Energy Code, Title 24.
  - Interior lighting controls (except Cells) shall include the following:
    - Housing unit dayroom lighting systems shall be provided with the capability of being operated at reduced levels (minimum average ten foot-candles on horizontal plane at 30 inches above the floor).
    - Lighting fixtures in locked utility spaces shall be controlled by local switches.

- Provide adequate un-switched night lighting for security and egress path lighting. Coordinate the night lighting design with the security systems design to ensure good visibility and picture quality for CCTV monitoring.
- Provide occupancy sensors in the Administration areas and where security will not be compromised.

**Quality Assurance:**

- ❑ The lighting system designs must be based on an overall level of quality and maintainability commensurate with a County owned, long term investment. The designs shall incorporate proven technology and equipment.
- ❑ Provide a lighting system that provides enough light to allow normal functions to occur.
- ❑ The lighting systems shall be designed using the most stringent and latest adopted editions of the codes, standards and guidelines.

**Emergency, Egress, and Exit Lighting:**

- ❑ The Design-Build Entity shall provide the design, layout, furnishing, installation, and commissioning of all required emergency, egress, and exit lighting systems and equipment. Emergency, egress, and exit lighting shall comply with the California Building Code requirements and provide for no less than 1 foot-candle of illumination at the floor level for all emergency egress paths, offices, and electrical equipment rooms.
- ❑ All emergency egress and exit lighting shall be provided with generator power. Emergency, egress, and exit lighting shall be uninterrupted in the event of a utility power failure. Battery back-up systems and equipment shall be utilized to provide for uninterruptible emergency, egress, and exit lighting in the event of a utility power failure. The battery systems shall be capable of providing power to the emergency lighting system during the start-up and transfer time for connecting to the emergency generator.
- ❑ Provide emergency lighting in areas where inmates are present with staff members. These areas include, but are not limited to, dayrooms, corridors, medical treatment rooms, intake/release, suicide/holding cell, and other areas as determined by the County during design.
- ❑ Exit signs shall be the electrically powered, illuminated type.

## Section III

## SCOPE OF CONSTRUCTION – ELECTRICAL

- ❑ Lighting fixtures shall be energy efficient and suitable for the environment in which installed.
- ❑ Downlighting shall be energy efficient and suitable for the environment in which installed.

**Interior Lighting and Controls (Excluding Cells):**

- ❑ The Design-Build Entity shall provide the design, layout, furnishing, installation and commissioning of interior lighting equipment and controls for all interior spaces. The minimum maintained lighting level measured in the horizontal plane 30 inches above finished floor shall be:

<u>AREA</u>	<u>FOOT-CANDLES</u>
Dayrooms	30
Sallyports	10
Vestibules	10
Storage Room	30
Mechanical/Electric Equipment Rooms	20
Showers/Lavatory/Toilet	20
Stairway	10
Officer Stations	50
Telephone/data/security rooms	50

- ❑ Do not exceed the stated minimum illumination levels by more than 20 percent.
- ❑ Lighting levels in areas not covered above shall be in accordance with IES recommendations, but shall not exceed the requirements of Title 24, where it is applicable.
- ❑ Lighting in areas of inmate assembly, i.e., dayrooms, visiting, etc., shall be equipped with battery powered, instant on, emergency lighting systems that shall provide not less than three foot-candles lighting average throughout the space.
- ❑ All fixtures shall be of high quality and construction. All fluorescent lamps shall be provided with lenses, wire guards, or screen guards. Refer to the Integrated Security Plan for fixture requirements.
- ❑ All recessed fixtures installed in suspended ceilings shall have earthquake clips installed (one at each corner) to prevent removal of fixture.
- ❑ Interior lighting fixtures shall be energy efficient utilizing the most current proven lamp and ballast technologies. Incandescent lamps shall not be used. Lamp sources shall be appropriate for the area and task served. LED sources shall be provided for long life and energy efficiency.

- Interior lighting controls shall comply with the latest enacted edition of the California Energy Code, Title 24. Interior lighting controls shall include the following:
  - Two-level switching for uniform reduction of lighting with local controls shall be provided for all interior spaces.
  - Lighting controls shall include manual on with dual technology vacancy sensing for automatic lighting shut off.
- Daylight sensors shall be provided for automatic lighting shut off for all areas containing skylights, clearstories, or exterior windows where the day lighting contributions contribute to interior space illumination. Daylighting controls shall comply with California Title 24 requirements for day light harvesting in interior spaces.

**Cell Lighting:**

- Cells: The minimum lighting level measured at the desk and grooming areas shall be 20 foot-candles maintained.
  - The engineer of record shall submit certified computer graphic printouts from an acceptable testing laboratory or computer simulation program verifying illumination levels.
- Switches:
  - All Dayroom light fixture controls shall be located at the Officer Station.
  - Cell lighting control shall be by touch-bolt switches located in the cells.
  - Cell lighting shall be switched within the cell so that either all lamps are on or a night light is on. Custody personnel only will be able to turn off the nightlights, leaving the cell dark.
- Fixtures:
  - Cell fixture housing shall be a minimum of 14 gage steel with a ½" thick polycarbonate lens. Lenses shall be securely fastened.
  - Lamp access cover shall be continuously hinged.

**Exterior and Site Lighting:**

- Site lighting shall be limited to wall pack fixtures mounted on the building and a pole-mounted fixtures in the parking lot.

## Section III

## SCOPE OF CONSTRUCTION – ELECTRICAL

- ❑ Luminaire standards shall be designed for appropriate isotach wind zones with all luminaires and other devices to be mounted on standard in place.
- ❑ The exterior lighting system shall be controlled by the lighting control system at the MADF.
  - Parking lot lighting shall not be on emergency system.
- ❑ Exterior lighting fixtures shall be weatherproof and energy efficient utilizing the most current lamp and ballast technologies. Lamp sources shall be appropriate for the area and task served.
- ❑ Building-mounted lighting for security shall utilize LED cut-off type luminaires.
- ❑ Building exterior soffits and canopies shall be provided with recessed or surface fluorescent fixtures utilizing compact fluorescent lamps.
- ❑ Coordinate the design and installation of all exterior security lighting with the security systems design to ensure good CCTV picture quality.
- ❑ Provide lighting for flagpoles, monument signs and static displays.

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**GENERAL:**

The Fire Alarm system shall be designed for Life Safety. The facility wide fire alarm system shall utilize addressable initiating devices. The existing Notifier Fire Alarm System will remain and the system will be expanded to the new areas of the facility. The system shall meet the applicable requirements for an I-3 occupancy for the following Codes:

- ❑ California Building Code
- ❑ California Electric Code.
- ❑ National Fire Protection Association Standard 72.
- ❑ Local Codes and Authorities Having Jurisdiction.
- ❑ California Fire Code.
- ❑ Approved Fire Protection Plan.
- ❑ All equipment shall be UL and CSFM listed for the intended purpose

There will be a smoke control system for inmate living areas. The fire alarm system will monitor fire sprinkler system flow and tamper switches. Fire alarm zones will match sprinkler zones and be further subdivided into smoke zones for interfacing the HVAC control system. A UL listed Firefighter's Override panel will be provided as required by Code.

The system shall be UUKL listed and the design will meet applicable codes and be approved by the local Authority Having Jurisdiction (AHJ).

The Fire Alarm system will consist of the following devices:

- ❑ Fire alarm smoke detectors shall be provided in housing units, administration, visitation, storage rooms, mechanical rooms, electrical rooms, & security electronics rooms.
- ❑ The fire alarm system shall monitor fire sprinkler system flow and tamper switches furnished and installed by mechanical/sprinkler systems installer.
- ❑ In areas with supervising control station in direct control of the area, manual pull stations shall be provided at control stations as allowed by Code instead of at each means of egress. Where stations are provided at each means of egress, they are restricted by key operation. Supervising staff shall have access to operating keys as required by code.
- ❑ Audio Visual alarm indicating appliances shall be provided to notify staff and assist with evacuating inmates to safe areas. Audible and visual alarms shall meet ADA requirements.
- ❑ Duct smoke detectors shall be installed in Air Handling Units – one if the unit is 2,000 to 15,000 cfm and two if over 15,000 cfm.

The Fire Alarm system shall be configured and programmed to provide the following functions:

- ❑ Fire Alarm initiating devices shall be connected to a Class "A" Signaling Line Circuit. The initiating device shall be able to transmit an alarm even with a single open or ground condition on the wiring.
- ❑ All alarms shall go back to the Fire Panel in the existing Central Control.
- ❑ The Fire Alarm Control System shall activate the evacuation signals only within the building of alarm.
- ❑ The Fire Alarm system shall provide smoke management control logic for housing and medical cell areas.
- ❑ The Fire Alarm Control Panel shall be powered by a protected emergency circuit as required by the California Electric Code.
- ❑ Fire Alarm Control Panel batteries shall power the fire alarm system for four hours of standby operation and five minutes of alarm.
- ❑ The Fire Alarm System notifies staff and occupants and does not unlock doors directly. Staff shall monitor the situation and use the door locking control system to provide controlled evacuation.
- ❑ There shall be a UUKL listed smoke control system for the inmate residence area. This shall be in the cell housing units, dorms and medical areas. Refer to mechanical section for theory of operation and coordination.
- ❑ A UUKL Graphic Smoke Evacuation Fire Fighter Override panel will be provided as approved by the Authority Having Jurisdiction.

Fire Alarm Annunciators shall be furnished and installed to provide information on fire events to allow staff to take appropriate action.

- ❑ Fire Alarm Annunciators shall be provided in each control room and shall derive their power from the fire alarm control panels.
- ❑ A Fire Alarm Annunciator shall be provided at the Fire Department's entrance.

**GENERAL:**

Existing Central Control will be interfaced with the new building controls. Jared Osborn, lead technician at the current facility, is in charge of the door locking control electronics and programming. He will work closely with the contractors to ensure all the new approved hardware and electronics functions appropriately with the current system. The door controls, cameras, and intercoms will allow the facility staff to efficiently and safely control circulation.

**Electronic Security Contractor:**

The Electronic Security Contractors (ESC's) shall be pre-qualified to bid this scope of work in order to maintain the highest level of quality. Each contractor must have a proven history of successfully completing major correction projects of similar size, with trained service technicians. All work shall be completed in accordance with the current requirements of codes, standards, and agencies. The Security System must be coordinated with the security hardware. ESC must provide training and demonstration to the Owner/Operator in the operations and maintenance of all security electronics equipment. While a basis of Design may be identified, at least three manufacturers will be listed to each Design Build Entity to provide the best value to the owner for the money invested. The scope of this work may also include the Fire Alarm and Telecommunications sections, or the General Contractor may subcontract these portions to other qualified firms specializing in these scopes of work.

At a minimum, the scope of the Electronics Security Contractor shall include:

- Programmable Logic Controller (PLC) to interface with the existing Central Control TCS to control and monitor doors throughout the facility
- Touchscreen Control Stations (TCS)
- Card Access
- IP Video System
- Video Monitoring Station
- Intercom System
- Video Visitation System
- CATV System
- Watch Tour System
- Staff Duress System
- Uninterruptible Power Supply (UPS)

The primary security electronics system to be utilized in the facility is the Locking Control system. The system is made up of multiple subsystems consisting of TCS's, PLC's, Intercom, and IP Video subsystems. These subsystems are integrated into a single functional system controlled by staff at the control room locations. Logical groups of points can be organized into task groups for transfer between TCS units to maximize operator efficiency. The ESC shall provide training and demonstration to the Owner for the operation and maintenance of all equipment provided.

**Building Security Electronics Monitoring and Control:**

Security electronics will be provided to expand the existing Locking Control system to control and monitor detention grade doors installed in the cells and for circulation. A networked PLC system will provide all required logic and programming. A PLC will be located in the Behavioral Health Housing Unit for controlled and monitored doors. Network communications between PLC locations are over optic fiber to provide high bandwidth and electrical isolation. The Security networks shall be physically separate from all other networks with no connection to the internet.

The existing operator interface in Central Control will be modified to indicate the areas to be controlled. Icons will monitor and control doors, duress buttons, and cameras. Utility screens will be provided for miscellaneous functions such as water solenoid, dayroom lights, power outlets, and phones required for a fully operational system. The screen icons will be programmed to automate as much of the tasks as possible to provide for efficient operation. Jared Osborn with Sonoma County will modify the programming to ensure the Central Control station will operate smoothly with the expansion.

Operators will navigate through the screens by starting on a site screen and selecting the building area to view. There will be a maximum of three levels of screens to get to an area. Alternately, in response to an alarm, the alarm can be selected from an alarm list and the system will display the screen containing the alarm.

Detention grade doors are monitored for two conditions. A door position switch will monitor that the door is closed. A lock bolt sensor will monitor that the lock bolt is extended. Both conditions must be met for the door to be displayed as secure.

A TCS will be provided at the officer station in each housing unit to monitor emergency calls from the cells and control interior doors. This station will also indicate the secure status of all doors in the housing unit.

The PLC and TCS will be supported by UPS units connected to emergency generator power. The UPS will power the electronics until the emergency generator comes up to speed and takes over the load. This will provide seamless operation during the transfer from normal to emergency power and eventually back to normal power. (This is typical of all security systems.)

Code required Emergency Release is a critical function of the Locking Control system. The Code requires that all locked doors be unlocked and the bolts held back so that the door will not lock back during Emergency Release. Normal operation is that the door is unlocked, and when closed, automatically locks back. Emergency release is activated and deactivated by icons on the Central Control TCS only. Activation of Emergency Release is determined by the Policies and Procedures of the facility. It can be used during a search and rescue after a major fire event to find missing individuals when head counts come up short.

Conduits will be routed under the slab from the new security electronics room to the devices in the new part of the facility. Fiber will be routed in the second floor ceiling portion of the new corridor that connects the existing facility and the expansion to tie systems together.

**Access Control System:**

The proximity card access system will be expanded from the existing facility using the Andover Continuum system. One card reader will be provided to access the administration office area without assistance from Central Control. Proximity card readers will be provided at the exterior staff entry doors. The doors will be free egress. Egress will be activated by a Request to Exit device consisting of an exit switch on the wall. A valid card reader is not required for staff to leave through the staff entry. A door position switch shall be provided on the staff entry door to indicate an open condition to the card reader system.

The PLC shall have priority wherever a door is controlled by both the PLC and the Card Access System.

The access control system will be supported by UPS units connected to emergency generator power.

**Staff Duress Systems:**

To enhance safety, a system of duress stations will be wired to the PLC and provided in key locations for staff to signal Central Control of an emergency. These duress buttons will be industrial grade, red, mushroom buttons with key reset. They will be monitored by the PLC system. When pressed, they will latch and signal a duress alarm in Central Control. A key reset will be required for the alarm to be cleared.

Circular protective guards will be provided where there is a possibility of accidental activation.

Duress stations will be provided at:

- Medical exam rooms
- Staff stations
- Interview rooms
- Public visitation rooms

Additionally, Duress buttons at local control stations can shut down the station and transfer control to Central Control preventing unauthorized access during an incident.

**Watch Tour Systems:**

The type of watch tour system will be determined during the preparation of the Performance Criteria and Concept Drawings.

**Building Intercom & Paging Systems:**

Intercoms will be provided on both sides of each circulation door to allow staff to communicate to the controlling TCS and request access. The intercom allows the TCS officer to confirm staff by voice before unlocking the door. Doors provided for emergency exiting only, will not have intercoms associated with them since they are not to be used for normal circulation. Each sally port will have at least one intercom station in the sally port so that a call for help can be placed. Each cell will have an intercom station dedicated for emergency call as outlined in the "Building Security Electronics Monitoring and Control" section above.

The intercom system will provide audio communication from each TCS to each door controlled from that TCS. Each TCS will have a dedicated intercom amplifier allowing all TCS stations to communicate simultaneously with different intercom stations. The switching and selection of the intercoms will be through the PLC. Cells in each housing unit will be controlled and monitored by the TCS in the local control room. Intercoms will not annunciate on open audio path allowing staff to monitor inmates.

The intercom system shall provide paging from each housing TCS to ceiling speakers in corridors, and dayrooms both individually and all at once. Wall mounted paging horns will be provided in recreation yards. Each housing unit can page only into their area of control. The intercom system will also provide paging to ceiling speakers in visitation and the administration areas from their respective TCS.

The intercom system will be supported by UPS units connected to the emergency generator power. All cabling will be installed in strict compliance with California Electric Code requirements.

**Closed Circuit Television:**

Fixed Internet Protocol (IP) Cameras will be provided to monitor the approach to each controlled circulation door and to monitor critical group areas. All cameras will be recorded and the video actively stored for a minimum of one year. Final camera locations shall be reviewed and approved by the owner. Fixed cameras will be provided throughout the facility for control, monitoring, and evidentiary purposes. All cameras shall be mounted in detention grade housings designed for the area the camera is installed. Cameras shall be recorded between 5 to 10 frames per second (fps) and at 1080p quality. Each camera's recording quality and framerate shall be individually adjustable. Cameras, video management software, workstations, and dedicated Ethernet switches will be provided as a system by a single manufacturer for a standalone system. The entire system will be put into operation, programmed and tested as a complete installation. Cameras will connect by Category 6A cable to a local video switch. The Video switches will be interconnected by optic fiber from the new Security Electronics room building back to the existing Security Electronics room for Central Control. Equipment will be manufactured by one of the following companies:

- Bosch
- Vicon
- Pelco

Circulation door intercoms not in view of the controlling TCS will be provided with camera coverage so that the controlling TCS operator can visually confirm staff before unlocking the door. Cameras will be provided in dayrooms, recreation yards, and corridors to monitor inmate activity and record events for evidence. Dayroom cameras will be a higher resolution. In addition to the cameras indicated on the security plans, furnish and install 10 cameras in locations to be determined by the owner. Each observation & safety cell shall be provided with a corner mounted camera for full coverage of the inmate in the cell. Cells shall be displayed on the general monitor located at the officer station.

New IP cameras will terminate on patch panels in the new Security Electronics room. Fiber will connect back to the existing equipment room where the cameras' signal will be connected to a decoder to convert the new signal from digital to analog for the existing analog cross matrix switches.

Each IP Video Station will be provided with a Video Spot Monitor and a general monitor. Cameras monitoring intercoms or duress stations will

be displayed on the Video Spot Monitor. The general monitor will be provided for the operator to monitor multiple cameras for general observation as conditions change in the facility. If the facility will use body cameras, the contractor must allow for storage of the video in the central video server.

A high density storage system will be furnished and installed. Storage will be provided for all newly connected cameras for 12 months plus 25% spare. The video storage system shall be fed with two separate 30 amp 208 vac power feeds to two separate power units. The power units shall be redundant and hot swappable. The system shall be scalable by adding drives as required. Drives shall be hot swappable. The ESC will provide to the owner three dimensional renderings of the anticipated view for each camera for approval. These camera views will be generated from the BIM model and include all HVAC duct work, electrical lights, structural components and building elements. These views should be derived from the ESC's active design model. The ESC shall schedule with the owner the timing of these reviews.

**Survivability - Uninterruptible Power Supply (UPS):**

All security electronics will be backed up by a UPS that is powered by normal power backed up by the emergency generator. The UPS will provide one hour of runtime power with 25% spare capacity to carry the electronics between loss of normal power and the generator reaching full load. The UPS will be monitored for loss of power by the PLC so the officers know they are running on batteries and should make efforts to correct the situation. The Basis of Design will be the Eaton Powerware 9170+ for single phase and 9355+ for three phase units.

**Racks, Cabinets, and Conduit:**

All IP video, PLC, and door control equipment will be installed in freestanding metal racks with front and back access doors in the appropriate equipment room. Provide seismic restraints for all cabinets and racks for the applicable seismic design parameters.

Conduit will enter the racks from above. All security electronics wiring will be installed in a secure raceway system. Conduits in buildings will be routed underground, concealed in walls, or in interstitial spaces away from inmate access. Surface conduit is only allowed in electrical rooms, security electronics rooms, mechanical rooms, or other similar spaces. All conduit and wire for all security electronic equipment shall be required to meet the California Electric Code and applicable local codes. The security electronics conduit and raceway shall NOT contain any high voltage cabling. All racks and conduit will be installed in strict conformance with seismic requirements for Sonoma County. All Class 1, Class 2, Class 3, and other type cabling shall be separated as defined in the California Electric Code.

**GENERAL:**

The contractor shall provide the communications infrastructure consisting of Category 6A cabling, optic fiber, and patch panels for the telephone and computer networks to be furnished and installed by the owner. The contractor shall also furnish and install the Video Visitation system, Cable Television distribution system, and optic fiber for other systems provided.

For quality control, all communications infrastructure shall be installed in strict conformance to the following requirements and guidelines:

- TIA/EIA – 568 Commercial Building Telecom Wiring Standard current revision and associated addenda:
  - TIA/EIA 568-C.0: Generic Requirements.
  - TIA/EIA 568-C.1: Commercial Cabling Requirements.
  - TIA/EIA 568-C.2: Balanced Twisted Pair Cabling Standard.
  - TIA/EIA 568-C.3: Optical Fiber Cabling Standard
- TIA/EIA – 569 current revision and associated addenda: Commercial Building Standard for Telecommunications Pathway and Spaces
- TIA/EIA 598-C: Color Coding of Optical Fiber Cables and Strands.
- TIA/EIA–606-A Administration Standard for Telecommunications Infrastructure of Commercial Buildings
- TIA/EIA–607-A Commercial Building Grounding and Bonding Requirements for Telecommunications
- TIA/EIA 455: Fiber Optic Test Standards
- TIA/EIA 310-D Racks
- TIA/EIA 472 General Specifications for Fiber Optic Cable current addition and all amendments
- TIA/EIA 492 Generic Specifications for Fiber Optic Cable current addition and all amendments
- TIA/EIA – 526-7: Measurement of Optical Power Loss of Installed Single-Mode Fiber Cable Plant
- TIA/EIA – 526-14A: Optical Power Loss Measurements of Installed Multimode Fiber Cable Plant
- TIA/EIA – 758 current revision and associated addenda: Customer-Owned Outside Plant Telecommunications Cabling Standard

## Section III

## SCOPE OF CONSTRUCTION – TELECOMMUNICATIONS

- ❑ IEC/TR3 61000-5-2 Ed. 1.0 and amendments: “Electromagnetic compatibility (EMC) – Part 5: Installation and mitigation guidelines – Section 2: Earthing and cabling”
- ❑ ANSI-J-STD 607-A Commercial Building Grounding (Earthing) and Bonding Requirements for Telecommunications
- ❑ BICSI TDMM 13th Edition
- ❑ FCC 47 CFR 68 Underwriters Laboratories (UL) listings and ratings, including:
  - UL 444 Communications Cables
  - UL 1651 Optical Fiber Cable
  - UL 1655 Community Antenna Television Cable
  - UL 1963 Communications Circuit Accessories
- ❑ Active IEEE 802 Standards for Local and Metropolitan Networks including:
  - IEEE 802.3: 10Base-T Ethernet Standard
  - IEEE 802.12: 100Base-TX Ethernet Standard
  - IEEE 802.3ab: 1000Base-T Ethernet Standard
  - IEEE 802.3ae: 10Gb/s Ethernet Standard
  - IEEE 802.3af: Power Over Ethernet Standard
  - IEEE 802.11 All Wireless Ethernet Standard
- ❑ ISO/IEC 11801:2000 Ed1.2 and amendments: “Information Technology – Generic cabling for customer premises”
- ❑ CENELEC EN 50173:2000 and amendments: “Information Technology – Generic cabling systems”
- ❑ California Electric Code
- ❑ ISO – 11801
- ❑ BICSI Telecommunications Distribution Methods Manual
- ❑ FCC 47 CFR 68
- ❑ NEMA – 250
- ❑ CEC – Articles 770 and 800
- ❑ Contractor must have at least one RCDD on staff responsible for the telecommunications infrastructure design and installation.

**Communications Cable:**

A communications outlet with three RJ45 jacks shall be provided for each work station. The three jacks shall provide 2 data and one voice connection. All three jacks shall be fully terminated with Category 6A cabling from the jack at one end to a Category

6A patch panel in the local telephone room. Here the telephone cable will be cross connected to the Category 3 telephone cable to the main telephone room. The telephone system will be furnished and installed by the owner.

ESC shall install communications outlets near electrical power outlets to ease connecting staff stations and other staff needed electronics.

After installation and before energizing, all Category 6A cabling shall be tested and documented to confirm the installed system meets all requirements. Any cable not passing the tests shall be replaced and retested. All documentation shall be provided to the owner.

Medical exam rooms will have connections for video conferencing to the desk. This connection shall be in addition to the communications outlet for the Doctor's workstation.

Ceiling outlets shall be installed for Power over Ethernet (PoE) wireless access points (WAPs) to be installed by the owner in various locations on the plans. Wi-Fi range should cover everything but the cells in the new expansion.

**Optic Fiber:**

An optic fiber infrastructure shall be furnished between all telephone and security electronics rooms. The optic fiber shall be tested to confirm the installed system meets all the requirements of applicable standards. After installation and termination, the contractor shall test all fiber with an Optical Time-Domain Reflectometer and generate a signature trace of each fiber. Any fiber failing a test shall be replaced and retested. Once all fiber passes all tests, the contractor shall provide to the owner copies of all signature traces identified by individual fiber and function.

Dedicated optic fiber strands shall be provided for each of the systems as follows:

- Qty 6, OM3 50 micron multimode - Owner's Local Area Network
- Qty 4, OM3 50 micron multimode - Fire Alarm System
- Qty 4, OM3 50 micron multimode - Security
- Qty 2, OM3 50 micron multimode - IP Video
- Qty 2, OM3 50 micron multimode - HVAC Building Automation
- Qty 2, OS2 125 micron single mode - Cable TV signal
- Qty 2, OM3 50 micron multimode - Video Visitation
- Qty 4, OM3 50 micron multimode - Security
- Qty 6, OM3 50 micron multimode - Spare

**Visitation System:**

The contractor shall furnish and install an IP based Video Visitation infrastructure for GTL furnished visitation system from the public visitation area to the stations located in the visitation area. GTL or approved vendor will Furnish and install all software for a complete system including scheduling activities and internet connection to offsite visitors. Video Visitations shall be scheduled locally by staff or directly by prescreened visitors through a web browser.

**Television Signal Distribution System:**

The contractor shall expand the TV signal distribution system to distribute a signal from the source in the existing main telephone room. The signal distribution system will consist of coax cables in the housing units connecting the dayroom televisions to a local amplifier. The signal from the source will be over optic fiber to the local amplifiers.

In each dayroom there will be one television set.

The television system shall also allow facility staff to distribute content on two dedicated channels. The media source will be DVD or a computer signal located in the appropriate office.

**Inmate Telephone:**

The contractor shall furnish and install a separate cable system from inmate telephones located in the dayrooms to an inmate telephone system furnished and installed by the owner. Provide Category 6A cable from the inmate stations to the local telephone room. These cables shall be terminated separately from other communication cabling. Provide separate Category 6A cabling from each telephone room to the main telephone room.

Division Number	Division	Item	Manufacturer
210500-6	Common Work Results for Fire Protection	Dielectric Unions and Flanges	B&K Industries, Inc. Capitol Mfg. Co; Div. Harsco Corp. Eclipse, Inc.
21 05 00-7	Common Work Results for Fire Protection	Pipe Escutcheons	Chicago Specialty Producers Specialty Sanitary-Dash
21 05 00-8	Hangers and Supports for Fire Protection	MECHANICAL SLEEVE SEALS	Thunderline Link Seal Metraflex Metraseal approved equal
21 05 29-3	Hangers and Supports for Fire Protection	Hangers and Supports	Fire Preventions B -Line Systems, Inc. Elcen Metal Products Co.
21 05 29-5	Hangers and Supports for Fire Protection	Concrete Anchors	ITW Ramset/Red Head. Simpson. Hilti Co.
21 05 29-7	Hangers and Supports for Fire Protection	Pipe Alignment Guides	Hyspan. Metraflex.
21 05 48-2	Vibration and Seismic Controls	Vibration Isolators	Mason Industries, Inc. Vibration Mountings and Controls, Inc. Vibration Eliminator Company.
21 05 48-3	Vibration and Seismic Controls	SEISMIC RESTRAINTS	Midland-Ross Superstrut. Pipe Shields, Inc. B-Line.
21 05 48-3	Vibration and Seismic Controls	FLEXIBLE CONNECTORS	Mason Industries, Inc. Amber Booth.
00 01 10 - 4	Identification for Fire Suppression		
21 10 00-14	Water Based Fire Suppression System	Dielectric Unions	Capitol Manufacturing Co. Central Plastics Company. EpcO Sales, Inc. Hart Industries International, Inc. Watts Industries, Inc.; Water Products Div. Zurn Industries, Inc.; Wilkins Div.
21 10 00-14	Water Based Fire Suppression System	Dielectric Flanges	Capitol Manufacturing Co. Central Plastics Company. EpcO Sales, Inc. Watts Industries, Inc.; Water Products Div.
21 10 00-14	Water Based Fire Suppression System	Dielectric Flange Insulation Kits	Advance Products and Systems, Inc. Calpico, Inc. Central Plastics Company. Pipeline Seal and Insulator, Inc.
21 10 00-15	Water Based Fire Suppression System	Dielectric Couplings	Calpico, Inc. Lochinvar Corp.
21 10 00-15	Water Based Fire Suppression System	Dielectric Nipples	Perfection Corporation. Precision Plumbing Products, Inc. Victaulic Co. of America.
21 10 00-15	Water Based Fire Suppression System	Outlet Specialty Fittings	Anvil International, Inc. Central Sprinkler Corp. Ductilic, Inc. JDH Pacific, Inc. National Fittings, Inc. Shurjoint Piping Products, Inc. Southwestern Pipe, Inc. Star Pipe Products; Star Fittings Div. Victaulic Co. of America. Ward Manufacturing.
21 10 00-15	Water Based Fire Suppression System	Sprinkler Drain and Alarm Test Fittings	Central Sprinkler Corp. Fire-End and Croker Corp. Viking Corp. Victaulic Co. of America.
21 10 00-15	Water Based Fire Suppression System	Sprinkler Branch-Line Test Fittings	Elkhart Brass Mfg. Co., Inc. Fire-End and Croker Corp. Potter-Roemer; Fire-Protection Div.
21 10 00-16	Water Based Fire Suppression System	Sprinkler Inspector's Test Fitting	AGF Manufacturing Co. Central Sprinkler Corp. G/J Innovations, Inc. Triple R Specialty of Ajax, Inc.
21 10 00-16	Water Based Fire Suppression System	Drop-Nipple Fittings	CECA, LLC. Merit.

21 10 00-16	Water Based Fire Suppression System	Gate Valves	Grinnell Fire Protection. McWane, Inc.; Kennedy Valve Div. NIBCO. Stockham.
21 10 00-16	Water Based Fire Suppression System	Ball Valves	NIBCO. Victaulic Co. of America.
21 10 00-16	Water Based Fire Suppression System	Globe or Angle Valves	NIBCO Grinnell Fire Protection Stockham
21 10 00-16	Water Based Fire Suppression System	Butterfly Valves (NPS 2 and Smaller)	Global Safety Products, Inc. Milwaukee Valve Company.
21 10 00-17	Water Based Fire Suppression System	Butterfly Valves (NPS 2-1/2 and Larger)	Central Sprinkler Corp. Global Safety Products, Inc. McWane, Inc.; Kennedy Valve Div. Mueller Company. NIBCO. Pratt, Henry Company. Victaulic Co. of America.
21 10 00-17	Water Based Fire Suppression System	Check Valves NPS 2 and Larger	Central Sprinkler Corp. Clow Valve Co. Crane Co.; Crane Valve Group; Crane Valves. Grinnell Fire Protection. Mueller Company. NIBCO. Potter-Roemer; Fire Protection Div. Reliable Automatic Sprinkler Co., Inc. Star Sprinkler Inc. Stockham. Victaulic Co. of America. Watts Industries, Inc.; Water Products Div.
21 10 00-17	Water Based Fire Suppression System	Gate Valves: UL 262, OS&Y type. NPS 2 and Smaller	Crane Co.; Crane Valve Group; Crane Valves. Hammond Valve. NIBCO. United Brass Works, Inc.
21 10 00-17	Water Based Fire Suppression System	Gate Valves: UL 262, OS&Y type. NPS 2-1/2 and Larger: Cast-iron body with	Clow Valve Co. Crane Co.; Crane Valve Group; Crane Valves. Crane Co.; Crane Valve Group; Jenkins Valves. Hammond Valve. Milwaukee Valve Company. Mueller Company. NIBCO. Red-White Valve Corp. United Brass Works, Inc.
21 10 00-17	Water Based Fire Suppression System	Gate Valves: UL 262, OS&Y type. NPS 2-1/2 and Larger Bronze, cast-iron, or ductile-iron body; wafer type or with flanged or grooved ends.	Central Sprinkler Corp. Global Safety Products, Inc. McWane, Inc.; Kennedy Valve Div. Mueller Company. NIBCO. Pratt, Henry Company. Victaulic Co. of America.
21 10 00-18	Water Based Fire Suppression System	Sprinkler System Control Valves	Central Sprinkler Corp. Globe Fire Sprinkler Corporation. Grinnell Fire Protection. Reliable Automatic Sprinkler Co., Inc. Star Sprinkler Inc. Victaulic Co. of America. Viking Corp.
21 10 00-18	Water Based Fire Suppression System	Pressure-Regulating Valves	AFAC Inc. Elkhart Brass Mfg. Co., Inc. Fire-End and Croker Corp. GMR International Equipment Corporation. Grinnell Fire Protection. Potter-Roemer; Fire Protection Div. Zurn Industries, Inc.; Wilkins Div.
21 10 00-19	Water Based Fire Suppression System	Automatic Drain Valves	AFAC Inc. Grinnell Fire Protection.

21 10 00-19	Water Based Fire Suppression System	FIRE DEPARTMENT CONNECTIONS	AFAC Inc. Central Sprinkler Corp. Elkhart Brass Mfg. Co., Inc. Fire-End and Croker Corp. Fire Protection Products, Inc. GMR International Equipment Corporation. Guardian Fire Equipment Incorporated. Potter-Roemer; Fire-Protection Div. Reliable Automatic Sprinkler Co., Inc. United Brass Works, Inc.
21 10 00-19	Water Based Fire Suppression System	Electrically Operated Alarm	Potter Electric Signal Company. System Sensor.
21 10 00-19	Water Based Fire Suppression System	Water-Flow Indicator	ADT Security Services, Inc. Grinnell Fire Protection. ITT McDonnell & Miller. Potter Electric Signal Company. System Sensor. Viking Corp. Watts Industries, Inc.; Water Products Div.
21 10 00-20	Water Based Fire Suppression System	Pressure Switch	Grinnell Fire Protection. Potter Electric Signal Company. System Sensor. Viking Corp.
21 10 00-20	Water Based Fire Suppression System	Valve Supervisory Switch	McWane, Inc.; Kennedy Valve Div. Potter Electric Signal Company. System Sensor.
21 10 00-20	Water Based Fire Suppression System	PRESSURE GAUGES	AGF Manufacturing Co. AMETEK, Inc.; U.S. Gauge. Brecco Corporation. Dresser Equipment Group; Instrument Div. Marsh Bellofram. WIKA Instrument Corporation.
21 10 00-21	Water Based Fire Suppression System	PIPE ESCUTCHEONS	Chicago Specialty Producers Specialty Sanitary-Dash
21 22 00-7	Clean-Agent Fire-Extinguishing System	AGENT PULL STATION	Firetex, Model
21 22 00-7	Clean-Agent Fire-Extinguishing System	SMOKE DETECTORS	Pyrotronics, Model Honeywell, Model
21 22 00-8	Clean-Agent Fire-Extinguishing System	DISCHARGE NOZZLES	Fenwal.
21 22 00-8	Clean-Agent Fire-Extinguishing System	Extinguishant	Fike Corporation. Kidde-Fenwal, Inc. Chemetron Fire Systems.
21 22 00-8	Clean-Agent Fire-Extinguishing System	Cylinder System	Fenwal
21 22 00-8	Clean-Agent Fire-Extinguishing System	Main to Reserve	Fenwal
21 22 00-8	Clean-Agent Fire-Extinguishing System	Electronic Control Head	Walter Kidde
21 22 00-8	Clean-Agent Fire-Extinguishing System	Pressure Switches	Pyrotronics
21 22 00-12	Clean-Agent Fire-Extinguishing System	Door Holder/Closer	Pyrotronics. Fenwal. Walter Kiddie.
21 22 00-12	Clean-Agent Fire-Extinguishing System	Fire Alarm Bells	Pyrotronics. Walter Kiddie.
21 22 00-12	Clean-Agent Fire-Extinguishing System	Fire Strobe Light	Pyrotronics. Walter Kiddie.
21 22 00-12	Clean-Agent Fire-Extinguishing System	Valve Supervisory Switch	Walter Kiddie. Pyrotronic, Model
21 22 00-13	Clean-Agent Fire-Extinguishing System	Strobe Lamp Unit	Walter Kiddie. Pyrotronic, Model
21 31 16-3	Diesel-Drive, Centrifugal Fire Pump		Peerless Pump Aurora Pump A-C Fire Pump

Division Number	Division	Item	Manufacturer
22 05 00-7	Common Work Results for Plumbing	Dielectric Unions and Flanges	B & K Industries, Inc. Capital Mfg. Co.; Div. of Harsco Corp. Eclipse, Inc. Epcos Sales, Inc. Perfection Corp. Rockford-Eclipse Div. Victaulic/Clearflow. Calpico.
22 05 00-9	Common Work Results for Plumbing	PIPE ESCUTCHEONS	Chicago Specialty. Producers Specialty. Sanitary-Dash.
22 05 00-9	Common Work Results for Plumbing	MECHANICAL SLEEVE SEALS	Thunderline Link Seal. Metraflex Metraseal.
22 05 00-10	Common Work Results for Plumbing	Belt Drives	Browning. Gates. Woods. Dayton.
22 05 13-2	COMMON MOTOR REQUIREMENTS FOR PLUMBING EQUIPMENT		Westinghouse. General Electric. Allis-Chalmers.
22 05 16-1	Expansion Fittings and Loops for Plumbing Piping	FLEXIBLE PIPE CONNECTIONS - NEOPRENE	Garlock. Vibration Eliminator Co.
22 05 16-1	Expansion Fittings and Loops for Plumbing Piping	FLEXIBLE PIPE CONNECTIONS - METAL	Mason Industries, Inc. Model BBS. Garlock. Vibration Eliminator Co.
22 05 16-2	Expansion Fittings and Loops for Plumbing Piping	EXPANSION JOINTS - PACKLESS TYPE- STEEL 2-1/2-INCH AND SMALLER	Flexonics Model H. Hyspan Model 8500 Keflex.
22 05 16-2	Expansion Fittings and Loops for Plumbing Piping	EXPANSION JOINTS - PACKLESS TYPE STEEL 3-INCH AND LARGER	Flexonics Model CSF. Hyspan Model 3500. Keflex.
22 05 16-2	Expansion Fittings and Loops for Plumbing Piping	EXPANSION JOINTS - PACKLESS TYPE - COPPER 2-INCH AND SMALLER	Flexonics Model L. ITT Grinnell.
22 05 16-2	Expansion Fittings and Loops for Plumbing Piping	EXPANSION JOINTS - PACKLESS TYPE - COPPER 2-1/2-INCH AND LARGER	Flexonics Model HB. ITT Grinnell.
22 05 16-2	Expansion Fittings and Loops for Plumbing Piping	PIPE ALIGNMENT GUIDES AND ANCHORS	Hyspan Model 9500. Flextronics. ITT Grinnell.
22 05 19-2	METERS AND GAUGES FOR PLUMBING PIPING	DIGITAL THERMOMETERS (DOMESTIC WATER)	H.O. Trerice Co. Weiss Instruments, Inc. Weksler Instruments Corp.
22 05 19-2	METERS AND GAUGES FOR PLUMBING PIPING	PRESSURE GAUGES (DOMESTIC WATER)	H.O. Trerice Co. Weiss Instruments, Inc. Weksler Instruments, Inc.
22 05 19-3	METERS AND GAUGES FOR PLUMBING PIPING	PRESSURE GAUGES (NATURAL GAS)	H.O. Trerice Co. Weiss Instruments, Inc. Weksler Instruments, Inc.
22 05 19-3	METERS AND GAUGES FOR PLUMBING PIPING	TEST PLUGS AND KITS	H.O. Trerice Co. Texas Fairfax Company Sisco Co., Spedco, Inc.
22 05 23-1	GENERAL-DUTY VALVES FOR PLUMBING PIPING	Gate Valves	Crane. Jenkins. Lunkenheimer.
22 05 23-1	GENERAL-DUTY VALVES FOR PLUMBING PIPING	Globe Valves	Crane. Jenkins. Lunkenheimer.
22 05 23-1	GENERAL-DUTY VALVES FOR PLUMBING PIPING	Ball Valves	Kitz Corporation of America. Conbraco Industries, Inc.: Apollo Division. NIBCO Inc.
22 05 23-1	GENERAL-DUTY VALVES FOR PLUMBING PIPING	Butterfly Valves	Kitz Corporation of America. Conbraco Industries, Inc.: Apollo Division. NIBCO Inc.
22 05 23-1	GENERAL-DUTY VALVES FOR PLUMBING PIPING	Angle Valves	Crane. Jenkins. Lunkenheimer.
22 05 23-1	GENERAL-DUTY VALVES FOR PLUMBING PIPING	Check Valves	Kitz Corporation of America. NIBCO Inc. Stockham Valves & Fittings, Inc. Walworth.
22 05 23-1	GENERAL-DUTY VALVES FOR PLUMBING PIPING	Strainers	Kitz Corporation of America. Conbraco Industries, Inc.: Apollo Division. NIBCO Inc.
22 05 23-1	GENERAL-DUTY VALVES FOR PLUMBING PIPING	Hot water return balancing valve assemblies	Griswold "Isolator Y". No other balancing valves acceptable.
22 05 23-1	GENERAL-DUTY VALVES FOR PLUMBING PIPING	Trap Seal Primer Valves	Sloan Valve Co. Precision Plumbing Products.
22 05 23-1	GENERAL-DUTY VALVES FOR PLUMBING PIPING	Drain valves	Kitz Corporation of America. Conbraco Industries, Inc.: Apollo Division. NIBCO Inc.
22 05 23-1	GENERAL-DUTY VALVES FOR PLUMBING PIPING	Water pressure reducing valves	Conbraco Industries, Inc.: Apollo Division. Watts Industries, Inc., Water Products Div. Flomatic, Danfoss Flomatic Corporation.
22 05 23-1	GENERAL-DUTY VALVES FOR PLUMBING PIPING	Temperature and Pressure Relief Valves	Watts. Wilkins. Bell and Gossett.
22 05 23-1	GENERAL-DUTY VALVES FOR PLUMBING PIPING	Plug Valves (Non-Lubricated)	Kitz Corporation of America. Conbraco Industries Inc: Apollo Division NIBCO Inc.
22 05 29-3	HANGERS AND SUPPORTS FOR PLUMBING PIPING AND EQUIPMENT		Superstrut, Gold Gal V. B-Line Systems, Inc. Elcen Metal Products Co. Fee & Mason Mfg.Co.; Div. Figgie International ITT Grinnel Corp Hubbard Enterprises / HOLDRITE. Tolco.
22 05 29-6	HANGERS AND SUPPORTS FOR PLUMBING PIPING AND EQUIPMENT	BUILDING ATTACHMENTS	ITW Ramset/Red Head. Simpson. Hilti Co.
22 05 29-6	HANGERS AND SUPPORTS FOR PLUMBING PIPING AND EQUIPMENT	Pipe Shields Incorporated (PSI).	Pipe Shields Incorporated (PSI). Michigan. B-Line.
22 05 29-6	HANGERS AND SUPPORTS FOR PLUMBING PIPING AND EQUIPMENT	Pipe Alignment Guides	Hyspan. Metraflex.

22 05 48-3	VIBRATION AND SEISMIC CONTROLS FOR PLUMBING PIPING AND EQUIPMENT	VIBRATION ISOLATORS	Mason Industries, Inc. Vibration Mountings and Controls, Inc. Vibration Eliminator Company. Peabody Noise Control, Inc.
22 05 48-3	VIBRATION AND SEISMIC CONTROLS FOR PLUMBING PIPING AND EQUIPMENT	SEISMIC RESTRAINTS	Midland-Ross Superstrut. Pipe Shields, Inc. B-Line.
22 05 48-3	VIBRATION AND SEISMIC CONTROLS FOR PLUMBING PIPING AND EQUIPMENT	FLEXIBLE CONNECTORS	Mason Industries, Inc. Amber Booth.
22 07 19-2	PLUMBING PIPING INSULATION	GLASS FIBER (PIPE)	Schuller, Micro-Lok, AP-T Plus. Knauf Fiber Glass. Owens-Corning Fiber Glass Corp.
22 07 19-2	PLUMBING PIPING INSULATION	CELLULAR FOAM	Armstrong, Armaflex-AP. Halstead. Approved equal.
22 07 19-3	PLUMBING PIPING INSULATION	JACKETS AND FITTING COVERS	Zeston 2000 Approved equal
22 07 19-3	PLUMBING PIPING INSULATION	ALUMINUM JACKET (EXTERIOR APPLICATIONS): ASTM B209	Childers. Pabco. Approved equal.
22 11 13-3	FACILITY WATER DISTRIBUTION PIPING	Dielectric Unions	EpcO Sales, Inc. Watts Industries, Inc. - Water Products Division or Zurn Industries Inc. - Wilkins Division
22 11 13-3	FACILITY WATER DISTRIBUTION PIPING	Dielectric Flanges	EpcO Sales, Inc. Inc. or Watts Industries, Inc. - Water Products Division.
22 11 13-3	FACILITY WATER DISTRIBUTION PIPING	Dielectric-Flange Insulation Kits	Advance Products & Systems, Inc. Calpico, Inc. Pipeline Seal and Insulator, Inc.
22 11 13-3	FACILITY WATER DISTRIBUTION PIPING	Dielectric Couplings	Calpico, Inc. Lochinvar Corp.
22 11 13-3	FACILITY WATER DISTRIBUTION PIPING	Dielectric Nipples	Precision Plumbing Products, Inc. Sioux Chief manufacturing Perfection Corp. Victaulic Co of America
22 11 13-4	FACILITY WATER DISTRIBUTION PIPING	Pipe Escutcheons	Producers Specialty, Sanitary-Dash Chicago Specialty
22 11 16-6	DOMESTIC WATER PIPING	ELECTRIC HEAT TRACING	Thermon, Warm Trace Raychem, HWAT
22 11 16-6	DOMESTIC WATER PIPING	Dielectric Unions	EpcO Sales, Inc. Water Products Division or Zurn Industries, Inc.
22 11 16-6	DOMESTIC WATER PIPING	Dielectric Flanges	EpcO Sales, Inc. Watts Industries, Inc. - Water Products Division.
22 11 16-6	DOMESTIC WATER PIPING	Dielectric-Flange Insulation Kits	Advance Products & Systems, Inc. Calpico, Inc. Pipeline Seal and Insulator, Inc.
22 11 16-7	DOMESTIC WATER PIPING	Dielectric Couplings	Calpico, Inc. Lochinvar Corp.
22 11 16-7	DOMESTIC WATER PIPING	Pipe Escutcheons	Chicago Specialty Producers Specialty, Sanitary-Dash
22 11 19-2	DOMESTIC WATER PIPING SPECIALTIES	Backflow Preventers	Conbraco Industries, Inc. Watts Industries, Inc.; Water Products Div. Zurn Industries, Inc.; Wilkins Div.
22 11 19-2	DOMESTIC WATER PIPING SPECIALTIES	Hose Bibbs / Wall Hydrants	Jay R. Smith Mfg. Co., Div., Smith Industries, Inc. Woodford Manufacturing Co., Div. WCM Industries, Inc. Zurn by Hydromechanics Div., Zurn Industries, Inc.
22 11 19-2	DOMESTIC WATER PIPING SPECIALTIES	Water Hammer Arresters	Jay R. Smith Mfg. Co., Div., Smith Industries, Inc. Precision Plumbing Products, Inc. Sioux Chief Manufacturing Co., Inc. Zurn by Hydromechanics Div., Zurn Industries, Inc.
22 11 19-2	DOMESTIC WATER PIPING SPECIALTIES	Firestop Sleeve Penetration Systems	Hilti Fire Stop Systems. 3-M Fire Stop Systems. Approved Equal.
22 13 16-3	DOMESTIC WATER PUMPS	IN-LINE CIRCULATOR PUMPS (FOR HOT WATER RETURN)	SYBell & Gossett. Paco. Taco.
22 13 19-2	SANITARY WASTE PIPING SPECIALTIES	Floor Drains / Floor Sinks	Jay R. Smith Mfg. Co., Smith Industries, Inc. Zurn by Hydromechanics Div., Zurn Industries, Inc. Wade Div., Tyler Pipe.
22 13 19-2	SANITARY WASTE PIPING SPECIALTIES	Cleanouts	Jay R. Smith Mfg. Co., Smith Industries, Inc. Zurn by Hydromechanics Div., Zurn Industries, Inc. Wade Div., Tyler Pipe.
22 13 19-3	SANITARY WASTE PIPING SPECIALTIES	Vandal Proof Vent Caps	Jay R. Smith Mfg. Co., Smith Industries, Inc. Zurn by Hydromechanics Div., Zurn Industries, Inc. Wade Div., Tyler Pipe.
22 13 19-3	SANITARY WASTE PIPING SPECIALTIES	Approved Equal. Manufacturers	Jensen Precast (Basis of Design) M.C. Nottingham. Park Environmental.
22 13 19-3	SANITARY WASTE PIPING SPECIALTIES	Sampling Box	Jensen Precast (Basis of Design) M.C. Nottingham. Park Environmental.
22 14 13-3	FACILITY STORM DRAINAGE PIPING	Hub and Spigot Cast Iron Pipe and Fittings	AB&I, Oakland, California. Charlotte Pipe & Foundry Company, Charlotte, North Carolina. Tyler Pipe Industries, Tyler, Texas.
22 14 13-3	FACILITY STORM DRAINAGE PIPING	No-Hub Cast Iron Pipe and Fittings	AB&I, Oakland, California. Charlotte Pipe & Foundry Company, Charlotte, North Carolina. Tyler Pipe Industries, Tyler, Texas.
22 14 13-3	FACILITY STORM DRAINAGE PIPING	No-Hub Heavyweight Couplings	Anaco, Inc., Oakland, California; Husky SD4000-Orange Shield. Clamp-All Corporation, Haverhill, MA; Clamp All Hi Torque 125. No other couplings acceptable.
22 14 13-3	FACILITY STORM DRAINAGE PIPING	Settlement Joints	EBAA Iron Sales, Eastland, Texas. Or approved equal.
22 14 13-3	FACILITY STORM DRAINAGE PIPING	Combination Roof/Overflow Drains	J.R. Smith. Zurn. Wade.
22 14 13-5	FACILITY STORM DRAINAGE PIPING	Pipe Escutcheons	Chicago Specialty Producers Specialty, Sanitary-Dash
22 40 00-3	PLUMBING FIXTURES	COMBINATION LAVATORY AND WATER CLOSET LTC-1	Willoughby; Model ECF-1546. Acorn Engineering; Model. Metcraft; Model .
22 40 00-5	PLUMBING FIXTURES	COMBINATION WATER CLOSET/LAVATORY (ADA COMPLIANT) LTC-2	Willoughby Model ECF-3696. Acorn. Metcraft.
22 40 00-5	PLUMBING FIXTURES	WATER CLOSET WC-1	Kohler, Kingston Model K-4330. American Standard, Inc. Crane Plumbing/Fiat Products.

22 40 00-6	PLUMBING FIXTURES	WATER CLOSET WC-2	Kohler, Kingston Model K-4330. American Standard, Inc. . Crane Plumbing/Fiat Products.
22 40 00-6	PLUMBING FIXTURES	WATER CLOSET WC-3	Kohler, Kingston Model K-4302. American Standard, Inc. . Crane Plumbing/Fiat Products.
22 40 00-7	PLUMBING FIXTURES	WATER CLOSET WC-4	Willoughby Model ETW-1490-OF. Acorn. Metcraft .
22 40 00-7	PLUMBING FIXTURES	WATER CLOSET WC-5	Willoughby Model ETW-1490-OF. Acorn. Metcraft .
22 40 00-8	PLUMBING FIXTURES	URINAL (STAFF) UR-1	Kohler, Kingston Model Bardon Superior K-4960-ET. American Standard, Inc. . Crane Plumbing/Fiat Products.
22 40 00-8	PLUMBING FIXTURES	URINAL (STAFF) (ADA COMPLIANT) UR-2	Kohler, Kingston Model Bardon Superior K-4960-ET. American Standard, Inc. . Crane Plumbing/Fiat Products.
22 40 00-9	PLUMBING FIXTURES	URINAL (INMATE) UR-3	Willoughby Model UW-1412-WO Series Washout Type Acorn. Metcraft .
22 40 00-9	PLUMBING FIXTURES	URINAL (INMATE) (ADA COMPLIANT) UR-4	Willoughby Model UW-1412-WO Washout Type. Acorn. Metcraft .
22 40 00-10	PLUMBING FIXTURES	LAVATORY (STAFF) L-1	Kohler, Kingston Model K-2007. American Standard, Inc. . Crane Plumbing/Fiat Products.
22 40 00-10	PLUMBING FIXTURES	LAVATORY (STAFF) (ADA COMPLIANT) L-2	Kohler, Kingston Model K-2007. American Standard, Inc. . Crane Plumbing/Fiat Products .
22 40 00-11	PLUMBING FIXTURES	LAVATORY L-3	American Standard Model 0498.400. Kohler. Crane Plumbing/Fiat Products.
22 40 00-11	PLUMBING FIXTURES	LAVATORY (INMATE) L-4	WilloughbyHS-103-46. Acorn. Metcraft .
22 40 00-12	PLUMBING FIXTURES	SINK (ADA COMPLIANT) SK-1	ElkayLRAD1720. Just . Approved Equal.
22 40 00-12	PLUMBING FIXTURES	SINK (ADA COMPLIANT) SK-2	ElkayLRAD1720. Just . Approved Equal.
22 40 00-13	PLUMBING FIXTURES	SINK (ADA COMPLIANT) SK-3	ElkayLRAD2522. Just. Approved Equal.
22 40 00-13	PLUMBING FIXTURES	SINK (ADA COMPLIANT) SK-4	ElkayLRAD2522. Just. Approved Equal.
22 40 00-14	PLUMBING FIXTURES	SINK SK-5	KohlerK-12793. American Standard, Inc. . Crane Plumbing/Fiat Products, .
22 40 00-14	PLUMBING FIXTURES	SINK SK-6	ElkayLRAD2522. Just. Approved Equal.
22 40 00-15	PLUMBING FIXTURES	SINK (ADA COMPLIANT) SK-7	ElkayLRAD1720. Just. Approved Equal.
22 40 00-15	PLUMBING FIXTURES	SINK SK-8	ElkayLRAD1720. Just. Approved Equal.
22 40 00-15	PLUMBING FIXTURES	SINK (ADA COMPLIANT) SK-9	ElkayLRAD1720. Just. Approved Equal.
22 40 00-16	PLUMBING FIXTURES	SINK SK-10	Advance Tabco7-PS-68, Approved Equal.
22 40 00-17	PLUMBING FIXTURES	SINK SK-11	ElkayLR-3319. Just. Approved Equal.
22 40 00-17	PLUMBING FIXTURES	SINK SK-12	Just Model DL-2133-A-GR Elkay Model LR-3321
22 40 00-18	PLUMBING FIXTURES	PLASTER SINK SK-13	Kohler Model K-12787.
22 40 00-18	PLUMBING FIXTURES	SERVICE SINK SSK-1	WilloughbyWMS-24246-MOD. Acorn. Elkay.
22 40 00-19	PLUMBING FIXTURES	SERVICE SINK SSK-3	American Standard Model 9512.013
22 40 00-19	PLUMBING FIXTURES	SERVICE SINK SSK-4	Kohler, Camerton Model K-12867 American Standard, Inc. Crane Plumbing/Fiat Products.
22 40 00-20	PLUMBING FIXTURES	SHOWER SH-1	WilloughbyWRS Series. Acorn. Metcraft.
22 40 00-20	PLUMBING FIXTURES	SHOWER SH-2	Acorn. Willoughby. Metcraft.
22 40 00-20	PLUMBING FIXTURES	SHOWER SH-3	Simmons.
22 40 00-20	PLUMBING FIXTURES	SHOWER (ADA COMPLIANT) SH-4	Willoughby. Acorn. Metcraft.
22 40 00-21	PLUMBING FIXTURES	SHOWER SH-5	Acorn, Penal Shower. Willoughby. Metcraft.
22 40 00-21	PLUMBING FIXTURES	SHOWER SH-6	Acorn766-T21-P-F-FO-GG-SC, Penal Shower. Willoughby. Metcraft.
22 40 00-22	PLUMBING FIXTURES	SHOWER (ADA COMPLIANT) SH-7	
22 40 00-22	PLUMBING FIXTURES	SHOWER (ADA COMPLIANT) SH-8	Acorn Model 413-ADA-A-W.
22 40 00-22	PLUMBING FIXTURES	SHOWER SH-9	Acorn Model 452-W-Y
22 40 00-22	PLUMBING FIXTURES	BATH TUB BT-1	Kohler Model K-1510-X with K-1279 front apron.
22 40 00-22	PLUMBING FIXTURES	BATH TUB BT-2	American StandardSpectra
22 40 00-23	PLUMBING FIXTURES	ELECTRIC WATER COOLER (ADA COMPLIANT) EWC-1	Acorn Aqua Model A112408F-CSC3-SK1-4-TG-FGVR. Haws. Elkay.
22 40 00-23	PLUMBING FIXTURES	ELECTRIC WATER COOLER EWC-2	Haws Model HHUACO8L, modified for penal application. Halsey-Taylor. Filtrine.

22 40 00-23	PLUMBING FIXTURES	ELECTRIC WATER COOLER EWC-3	Haws Model HWUAC08. Halsey-Taylor. Filtrine.
22 40 00-24	PLUMBING FIXTURES	ELECTRIC WATER COOLER EWC-4	HawsHWUAC08. Elkay. Sunroc.
22 40 00-24	PLUMBING FIXTURES	DRINKING FOUNTAINS (ADA COMPLIANT) DF-1	Acorn AqualA131400B. Haws. Elkay.
22 40 00-24	PLUMBING FIXTURES	DRINKING FOUNTAINS (ADA COMPLIANT) DF-1	Acorn AqualA131400B. Haws. Elkay.
22 40 00-24	PLUMBING FIXTURES	WASH FOUNTAINS WF-2	AcornAcorn3508-3-PBE-BO-WW-MXT-PDM-SPX.
22 40 00-23	PLUMBING FIXTURES	EYEWASH FOUNTAIN EW-1	Haws7433FP
22 40 00-23	PLUMBING FIXTURES	BODY SPRAY BS-1	Haws8901B
22 40 00-23	PLUMBING FIXTURES	EMERGENCY SHOWER AND EYE WASH ES/EW-1	Haws8300
22 70 00-2	SECURITY ELECTRONIC WATER MANAGEMENT SYSTEM	Dielectric Unions and Flanges	Sloan PWT

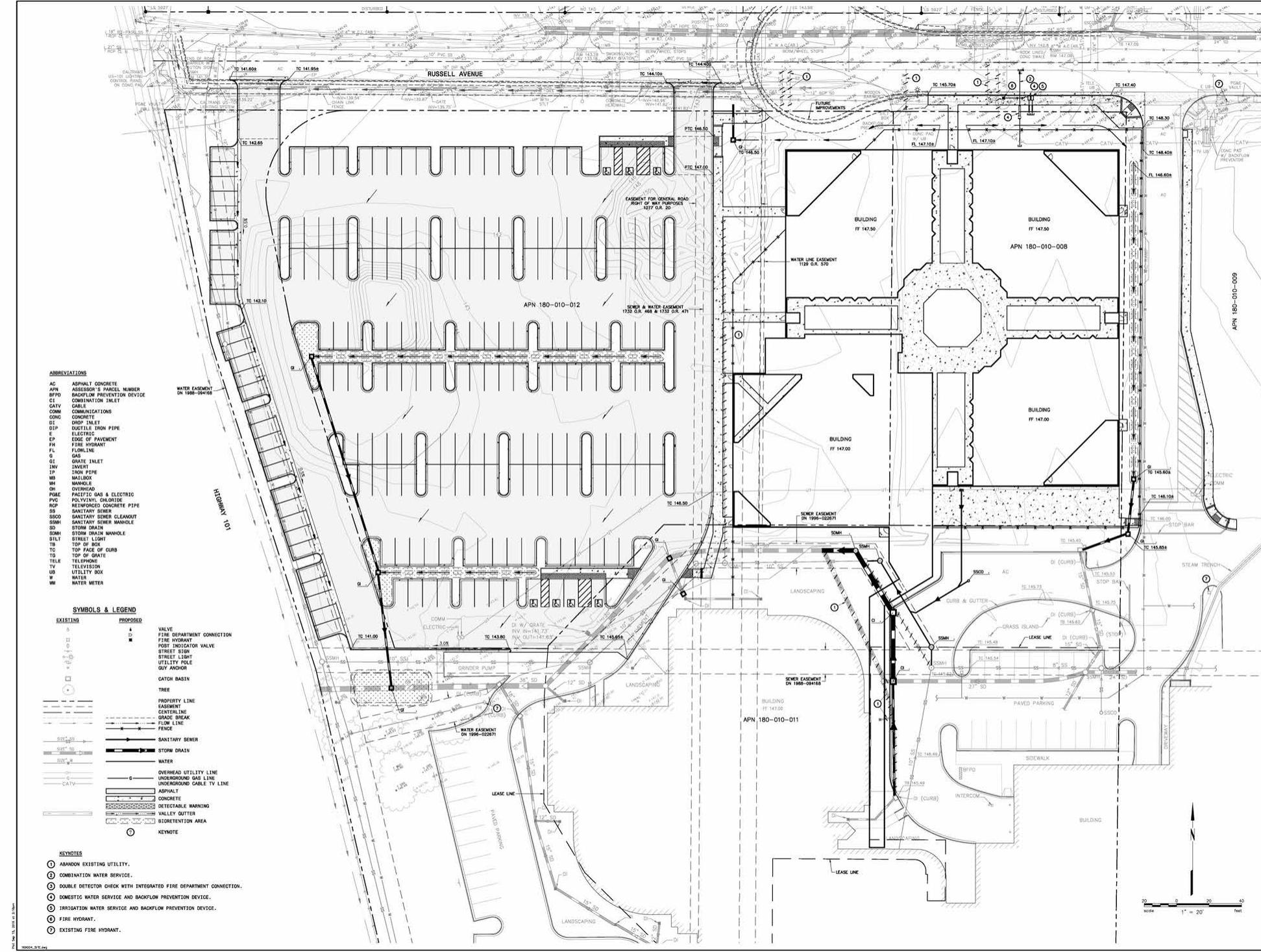
Division Number	Division	Item	Manufacturer
23 07 00-2	HVAC INSULATION	HVAC INSULATION	Armacell. CertainTeed Corp. Knauf Fiber Glass GmbH. Johns Manville Corp. Owens-Corning Corp. RBX Industries.
23 09 10-2	INSTRUMENTATION FOR HVAC	INSTRUMENTATION FOR HVAC	Trerice. Weiss.
23 09 23-7	DIRECT DIGITAL CONTROL SYSTEM FOR HVAC	DIRECT DIGITAL CONTROL SYSTEM FOR HVAC	Alerton. Honeywell. Johnson Controls. Invensys Controls. Siemens.
23 21 23-2	HYDRONIC PUMPS	HYDRONIC PUMPS	Bell & Gossett; Division of ITT Industries. Grundfos Pumps, Co. Armstrong Pumps, Inc. Paco Pumps.
23 21 25-2	HYDRONIC SPECIALTIES	EXPANSION TANKS	Taco. Armstrong. Bell and Gossett. Amtrol.
23 21 25-2	HYDRONIC SPECIALTIES	BLADDER-TYPE EXPANSION TANKS	Wessels. Amtrol. Extrol by Amtrol.
23 21 25-2	HYDRONIC SPECIALTIES	AIR VENTS	Taco. Armstrong. Bell and Gossett.
23 21 25-3	HYDRONIC SPECIALTIES	AIR SEPARATORS	Taco. Armstrong. Amtrol.
23 21 25-3	HYDRONIC SPECIALTIES	STRAINERS	Leslie Controls, Inc.. Hoffman Specialty, division of ITT. Wilkins.
23 21 25-3	HYDRONIC SPECIALTIES	PUMP SUCTION FITTINGS	Bell and Gossett. Taco. Armstrong.
23 21 25-4	HYDRONIC SPECIALTIES	COMBINATION PUMP DISCHARGE VALVES	Bell and Gossett. Taco. Armstrong.
23 21 25-4	HYDRONIC SPECIALTIES	FLOW INDICATORS	Bell & Gossett. Armstrong. Autoflow Products Co..
23 21 29-2	AUTOMATIC CONDENSATE PUMP UNITS	COOLING COIL CONDENSATE PUMP	Little Giant (Basis of Design). Beckett Pumps.
23 34 00-2	HVAC FANS	ACCEPTABLE MANUFACTURERS	Greenheck. Loren Cook Company.
23 36 00-2	AIR TERMINAL UNITS	SERIES FAN-POWERED AIR TERMINAL UNITS	Titus. Price Industries. Trane.
23 36 00-4	AIR TERMINAL UNITS	SHUTOFF, SINGLE-DUCT AIR TERMINAL UNITS	Titus. Price Industries. Trane.
23 37 13-3	DIFFUSERS, REGISTERS, AND GRILLES	AIR OUTLETS AND INLETS	Anemostat. Barber-Colman. Carnes. Titus. Enviro-Tec. Metal-Aire. Price.
23 37 13-5	DIFFUSERS, REGISTERS, AND GRILLES	ROOF HOODS AND GOOSENECKS	Greenheck. ACME. Penn.
23 52 39-3	FIRE-TUBE BOILERS	FIRE-TUBE BOILERS	Cleaver Brooks. Miura.
236416-2	CENTRIFUGAL WATER CHILLERS	CENTRIFUGAL WATER CHILLERS	Trane. Carrier. York.
23 65 13-2	FORCED-DRAFT COOLING TOWERS	FORCED-DRAFT COOLING TOWERS	Trane. Evapco. Baltimore.
23 74 10-3	ROOFTOP AIR HANDLING UNITS	ROOFTOP AIR HANDLING UNITS	Trane (Basis of Design). Haakon. Temtrol.

23 81 26-2	SPLIT-SYSTEM AIR-CONDITIONERS	SPLIT-SYSTEM AIR-CONDITIONERS	Trane. Carrier. McQuay.
23 82 16-1	AIR COILS	AIR COILS	Trane. Carrier. McQuay.

Division Number	Division	Item	Manufacturer
26 05 74-2	OVERCURRENT PROTECTIVE DEVICES	Circuit Breaker: UL 489.	Square D class 600. Westinghouse Seltronic. General Electric Q-Line.
26 12 16-1	DRY-TYPE TRANSFORMERS	DRY TYPE TWO WINDING TRANSFORMERS	Siemens. Square D Class. Cutler-Hammer.
26 24 13-3	SWITCHBOARDS	SWITCHBOARDS	Siemens. Square D. Cutler-Hammer. General Electric.
26 24 16-1	PANELBOARDS	PANELBOARDS	General Electric. Siemens. Square D. Cutler-Hammer.
26 27 26-1	WIRING DEVICES	WALL SWITCHES	Hubbell. Bryant. Pass and Seymour. General Electric. Slater. Arrow-Hart. Sylvania. Leviton.
26 27 26-2	WIRING DEVICES	OCCUPANCY SENSORS	Wattstopper. Leviton. Lutron. Hubbell.
26 27 26-2	WIRING DEVICES	RECEPTACLES	Hubbell. Arrow-Hart. Pass & Seymour. General Electric. Slater. Bryant. Sylvania.
26 28 16-1	ENCLOSED SWITCHES AND CIRCUIT BREAKERS	DISCONNECT SWITCHES	General Electric. Siemens. Square D. Cutler-Hammer.
26 29 13-2	ENCLOSED CONTROLLERS	MOTOR STARTERS	General Electric. Siemens. Square D. Cutler-Hammer.
26 29 13-2	ENCLOSED CONTROLLERS	MANUAL MOTOR STARTERS	General Electric CR3 Series. Square D class 8536. Cutler-Hammer class A200.
26 29 13-3	ENCLOSED CONTROLLERS	MAGNETIC MOTOR STARTERS	General Electric CR3 Series. Square D class 8536. Cutler-Hammer class A200.
26 29 13-3	ENCLOSED CONTROLLERS	COMBINATION MOTOR STARTERS	General Electric CR3 Series. Square D class 8539. Cutler-Hammer class A204.
26 29 13-4	ENCLOSED CONTROLLERS	MOTOR CONTROL CENTER	General Electric. Siemens. Square D.
26 32 14	DIESEL ENGINE GENERATORS	GENERATORS	Cummins Caterpillar Kohler
26 36 23-1	AUTOMATIC TRANSFER SWITCHES	AUTOMATIC TRANSFER SWITCHES	Onan Corporation. Kohler. Automatic Switch Company.







**ABBREVIATIONS**

- AC ASPHALT CONCRETE
- APN ASSESSOR'S PARCEL NUMBER
- BFPD BACKFLOW PREVENTION DEVICE
- CI COMBINATION INLET
- CATV CABLE COMMUNICATIONS
- CONC CONCRETE
- COND COND. PAINT
- DIP DUCTILE IRON PIPE
- E ELECTRIC
- EP EDGE OF PAVEMENT
- FH FIRE HYDRANT
- FL FLOW LINE
- G GAS
- GI GRATE INLET
- IRW IRON PIPE
- IP IRON PIPE
- MB MAILBOX
- MANH MANHOLE
- OR OVERHEAD
- PVC PACIFIC GAS & ELECTRIC
- POP POLYVINYL CHLORIDE
- RCP REINFORCED CONCRETE PIPE
- SS SANITARY SEWER
- SSCO SANITARY SEWER CLEANOUT
- SSEM SANITARY SEWER MANHOLE
- SD STORM DRAIN
- SDMH STORM DRAIN MANHOLE
- SILT STREET LIGHT
- TR TOP OF BOX
- TC TOP FACE OF CURB
- TG TOP OF GRATE
- TEL TELEPHONE
- TV TELEVISION
- UB UTILITY BOX
- W WATER
- WM WATER METER

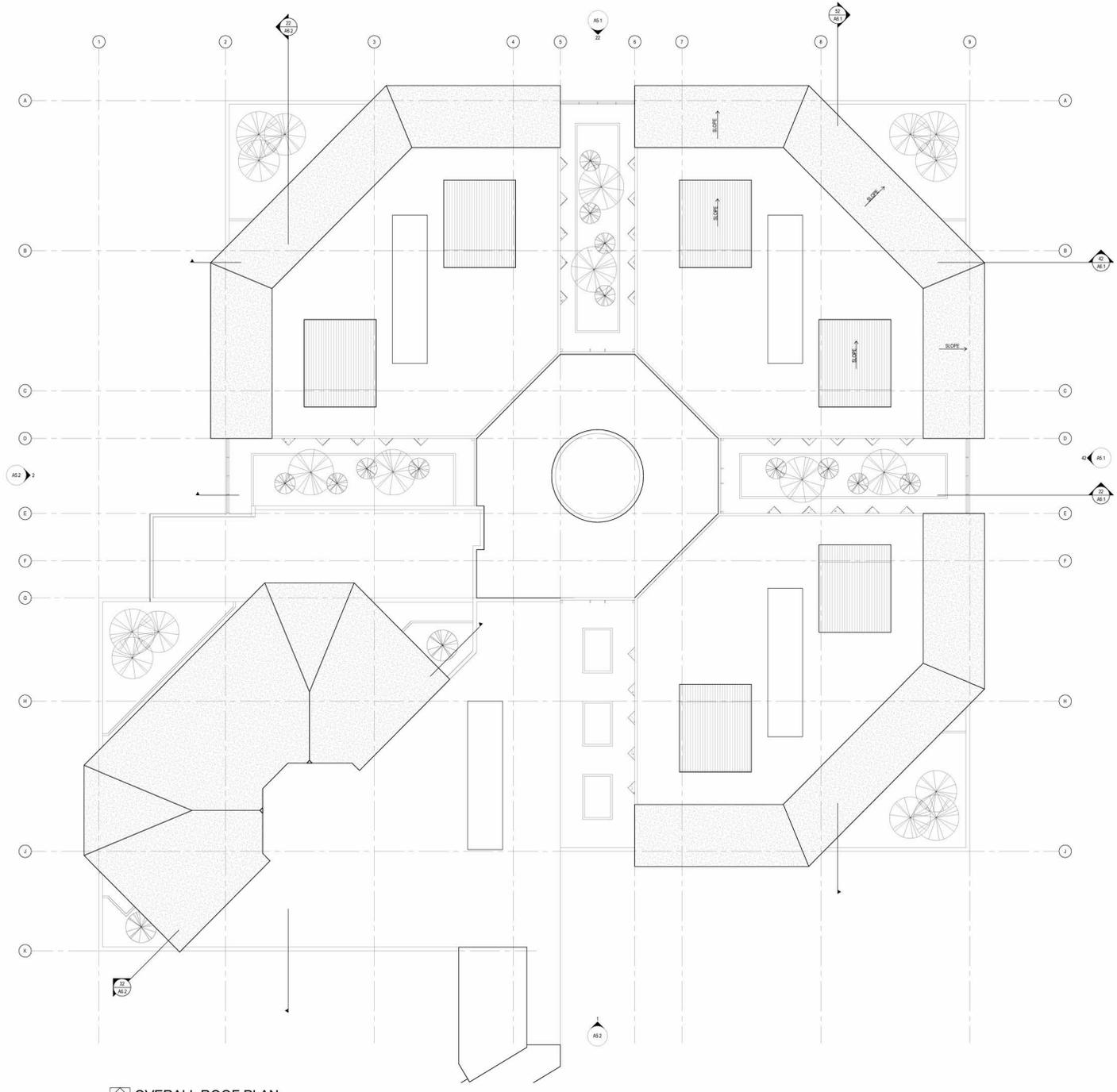
**SYMBOLS & LEGEND**

- | EXISTING | PROPOSED | DESCRIPTION                |
|----------|----------|----------------------------|
| (Symbol) | (Symbol) | VALVE                      |
| (Symbol) | (Symbol) | FIRE DEPARTMENT CONNECTION |
| (Symbol) | (Symbol) | POST INDICATOR VALVE       |
| (Symbol) | (Symbol) | STREET SIGN                |
| (Symbol) | (Symbol) | STREET LIGHT               |
| (Symbol) | (Symbol) | UTILITY POLE               |
| (Symbol) | (Symbol) | GUY ANCHOR                 |
| (Symbol) | (Symbol) | CATCH BASIN                |
| (Symbol) | (Symbol) | TREE                       |
| (Symbol) | (Symbol) | PROPERTY LINE              |
| (Symbol) | (Symbol) | EASEMENT                   |
| (Symbol) | (Symbol) | CENTERLINE                 |
| (Symbol) | (Symbol) | GRADE BREAK                |
| (Symbol) | (Symbol) | FLOW LINE                  |
| (Symbol) | (Symbol) | FENCE                      |
| (Symbol) | (Symbol) | SANITARY SEWER             |
| (Symbol) | (Symbol) | STORM DRAIN                |
| (Symbol) | (Symbol) | WATER                      |
| (Symbol) | (Symbol) | OVERHEAD UTILITY LINE      |
| (Symbol) | (Symbol) | UNDERGROUND GAS LINE       |
| (Symbol) | (Symbol) | UNDERGROUND CABLE TV LINE  |
| (Symbol) | (Symbol) | ASPHALT                    |
| (Symbol) | (Symbol) | CONCRETE                   |
| (Symbol) | (Symbol) | DETECTABLE WARNING         |
| (Symbol) | (Symbol) | VALLEY GUTTER              |
| (Symbol) | (Symbol) | BIORETENTION AREA          |
| (Symbol) | (Symbol) | KEYNOTE                    |

**KEYNOTES**

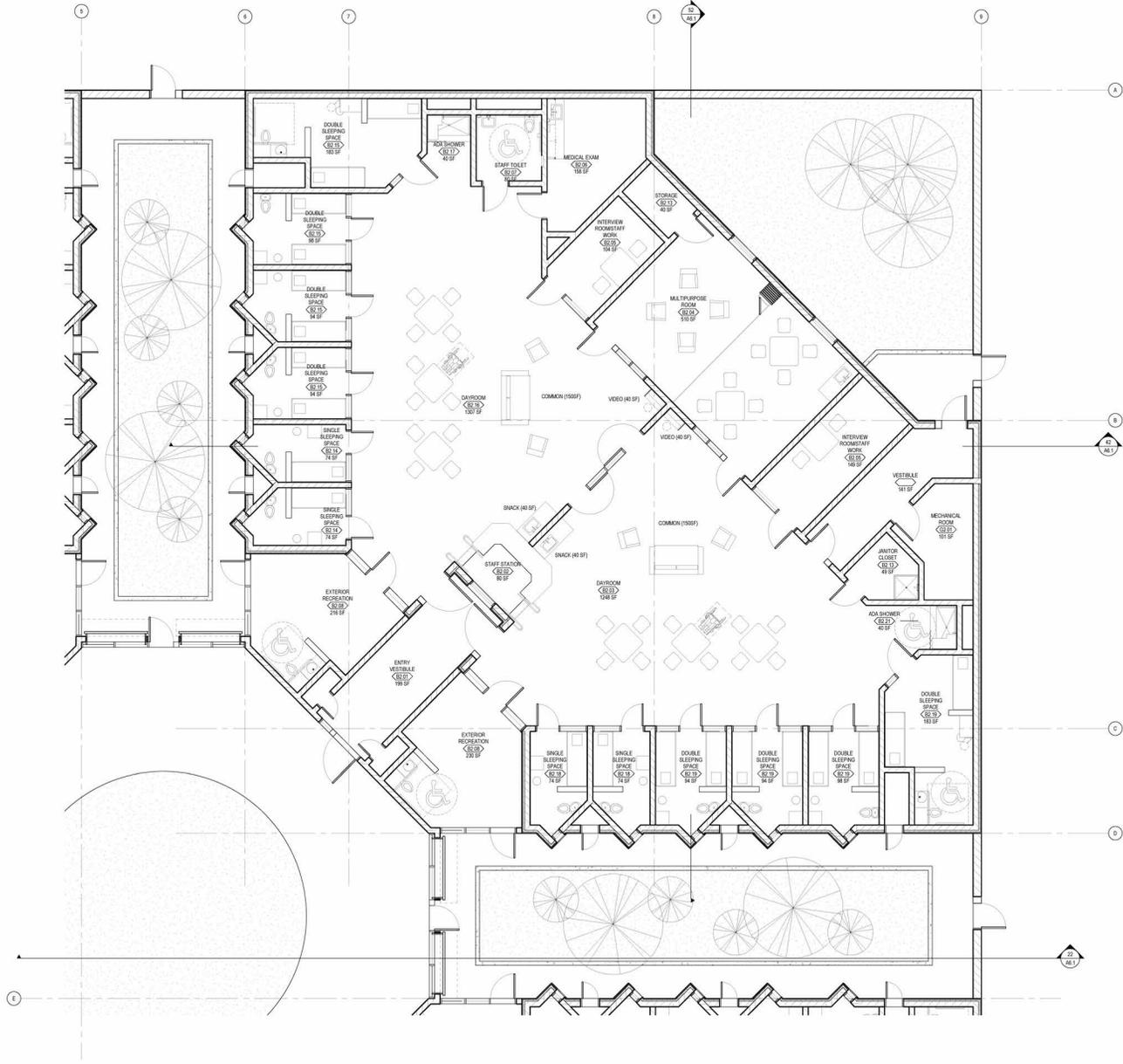
- 1 ABANDON EXISTING UTILITY.
- 2 COMBINATION WATER SERVICE.
- 3 DOUBLE DETECTOR CHECK WITH INTEGRATED FIRE DEPARTMENT CONNECTION.
- 4 DOMESTIC WATER SERVICE AND BACKFLOW PREVENTION DEVICE.
- 5 IRRIGATION WATER SERVICE AND BACKFLOW PREVENTION DEVICE.
- 6 FIRE HYDRANT.
- 7 EXISTING FIRE HYDRANT.



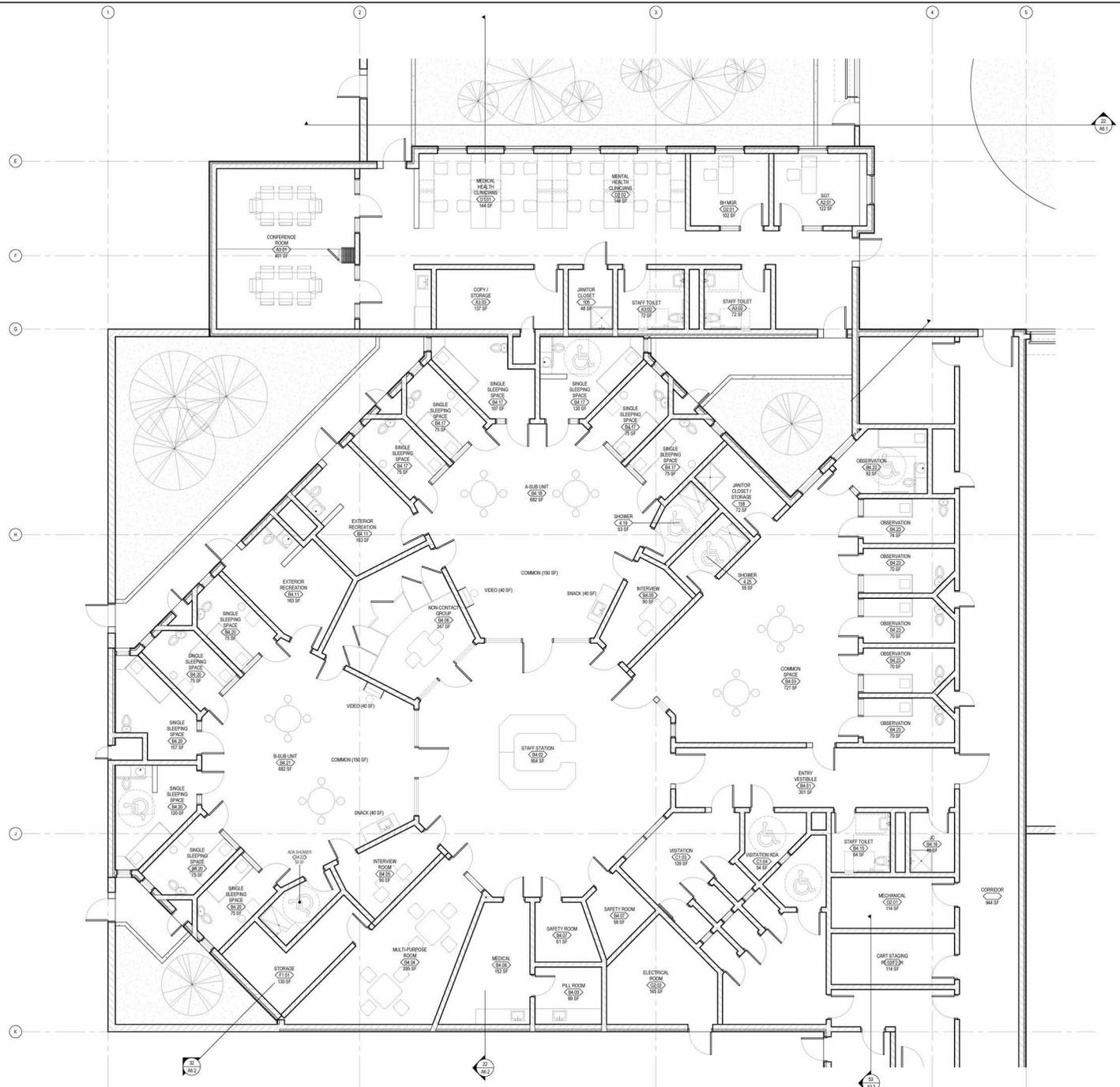


**OVERALL ROOF PLAN**  
NORTH  
SCALE: 1/8" = 1'-0"

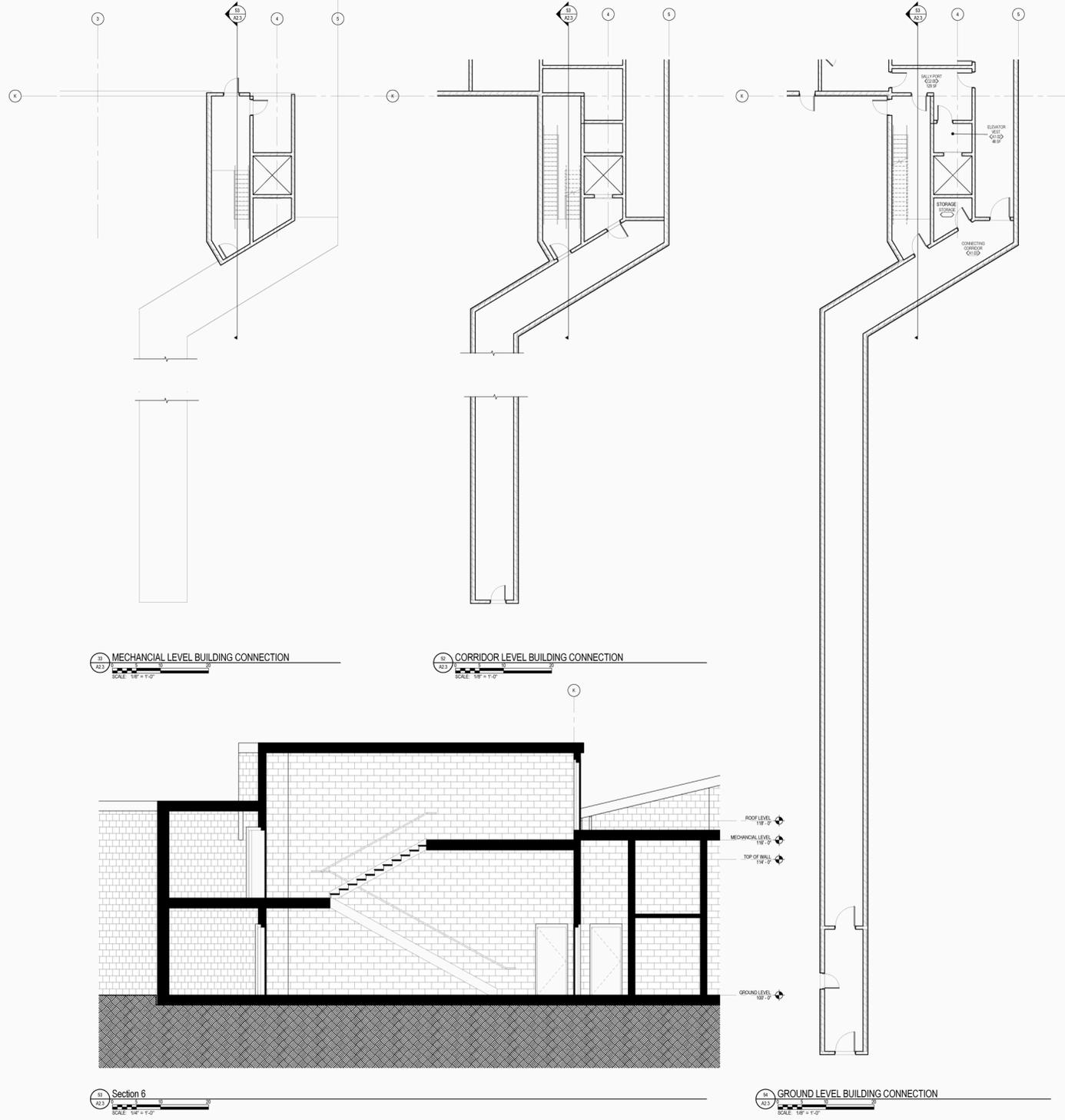
**ENLARGED HOUSING PLAN**  
SCALE: 3/8" = 1'-0"



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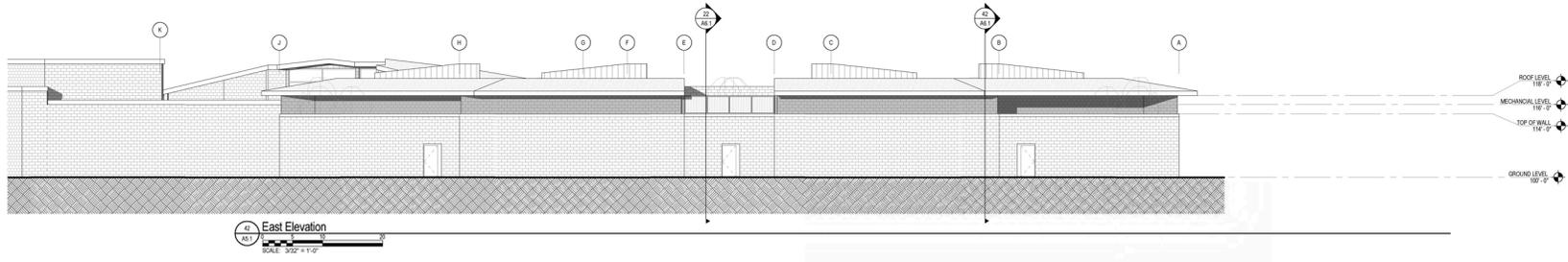
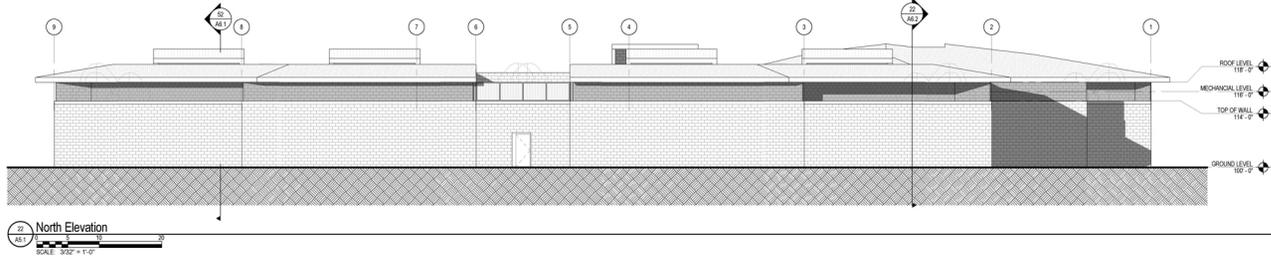
ENLARGED HIGH SECURITY HOUSING PLAN

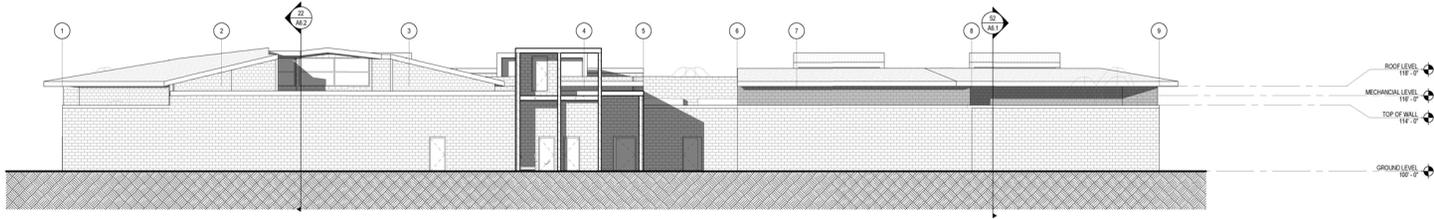




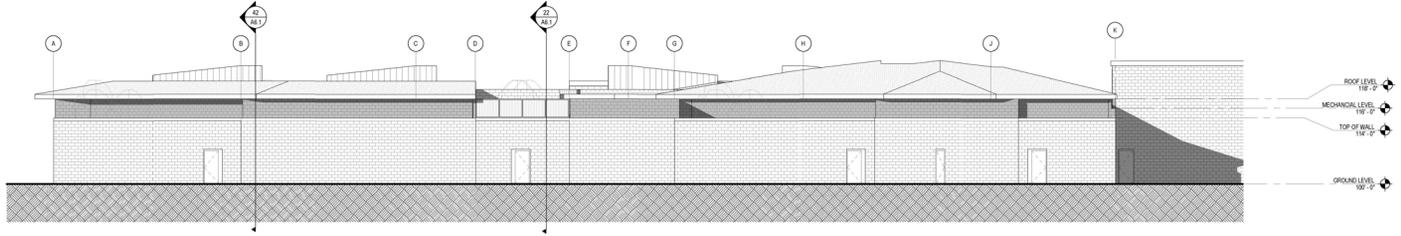
81 AXONOMETRIC HOUSING VIEW  
84.7



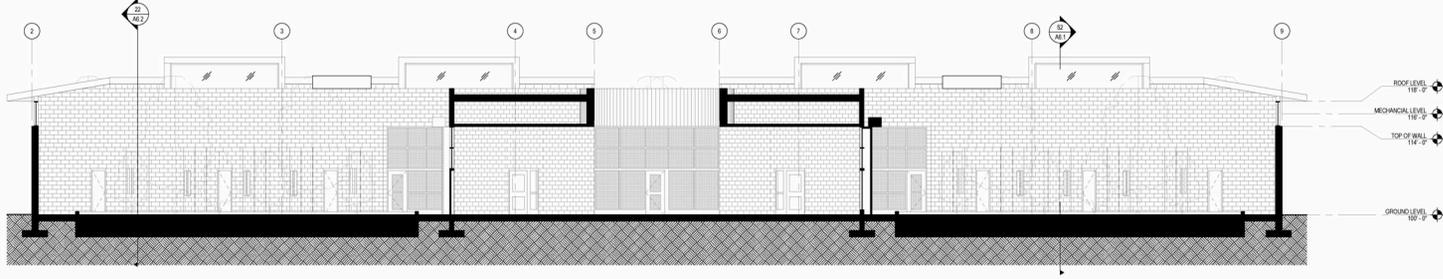




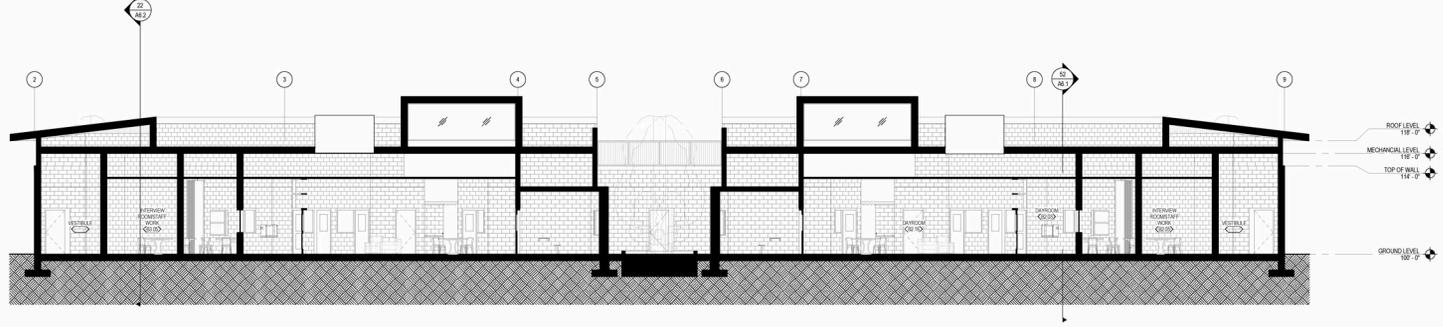
1 South Elevation  
SCALE: 3/32" = 1'-0"



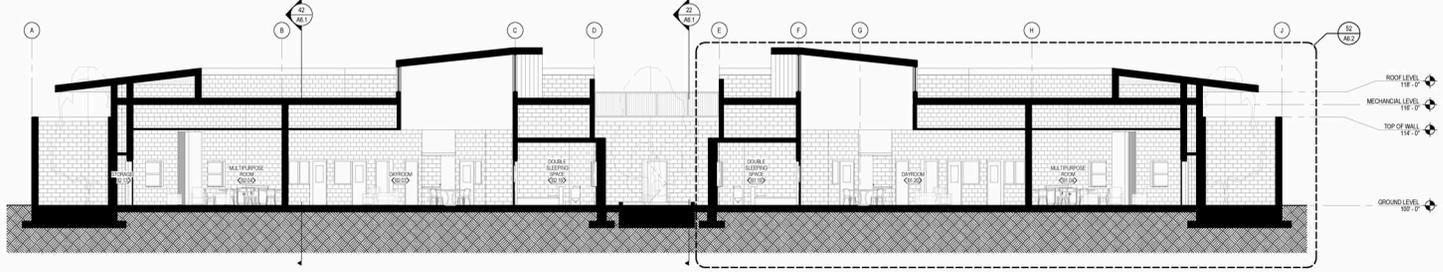
2 West Elevation  
SCALE: 3/32" = 1'-0"



22 BUILDING SECTION 1  
SCALE: 1/8" = 1'-0"



40 BUILDING SECTION 2  
SCALE: 1/8" = 1'-0"



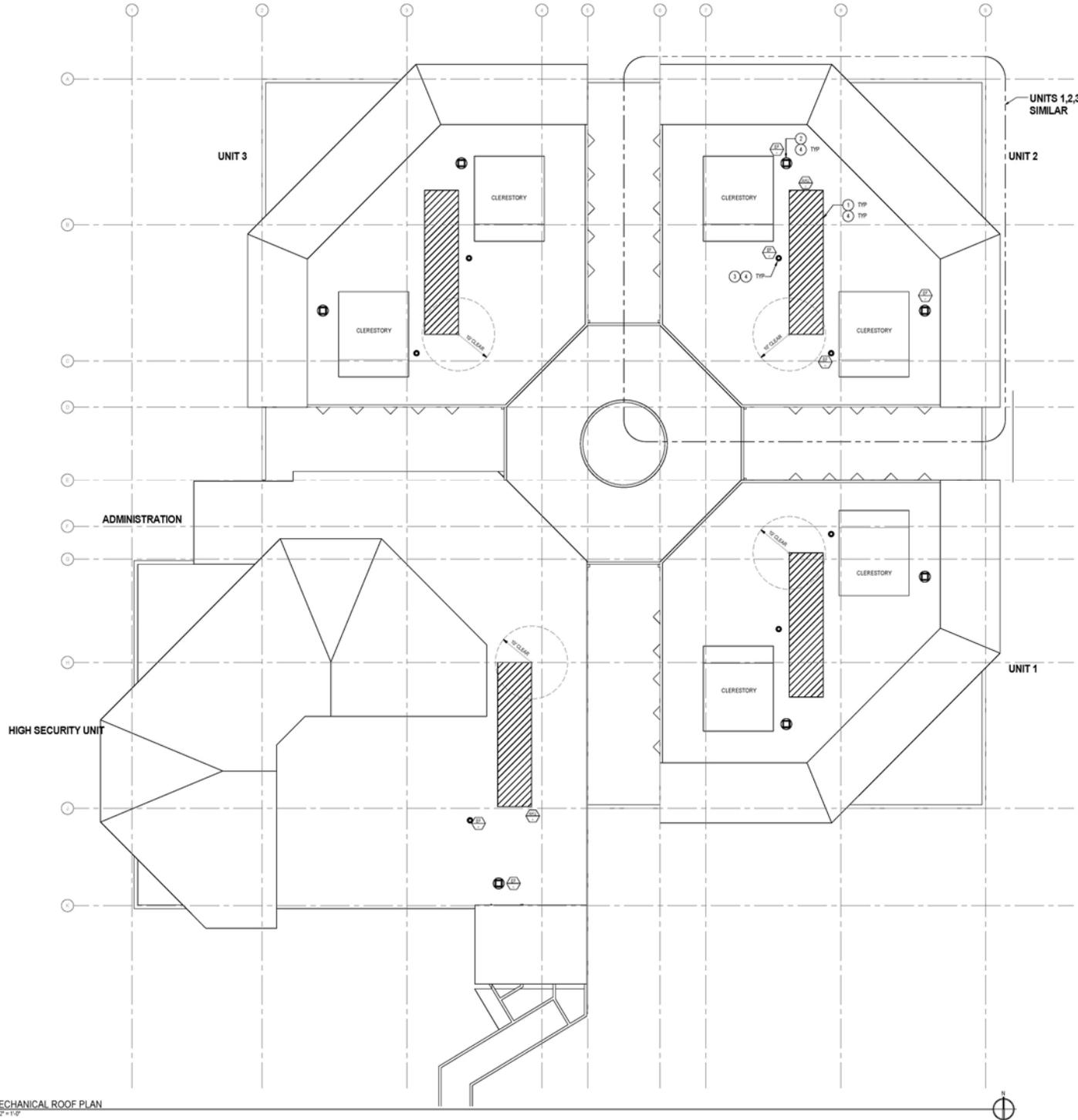
12 BUILDING SECTION 3  
SCALE: 1/8" = 1'-0"





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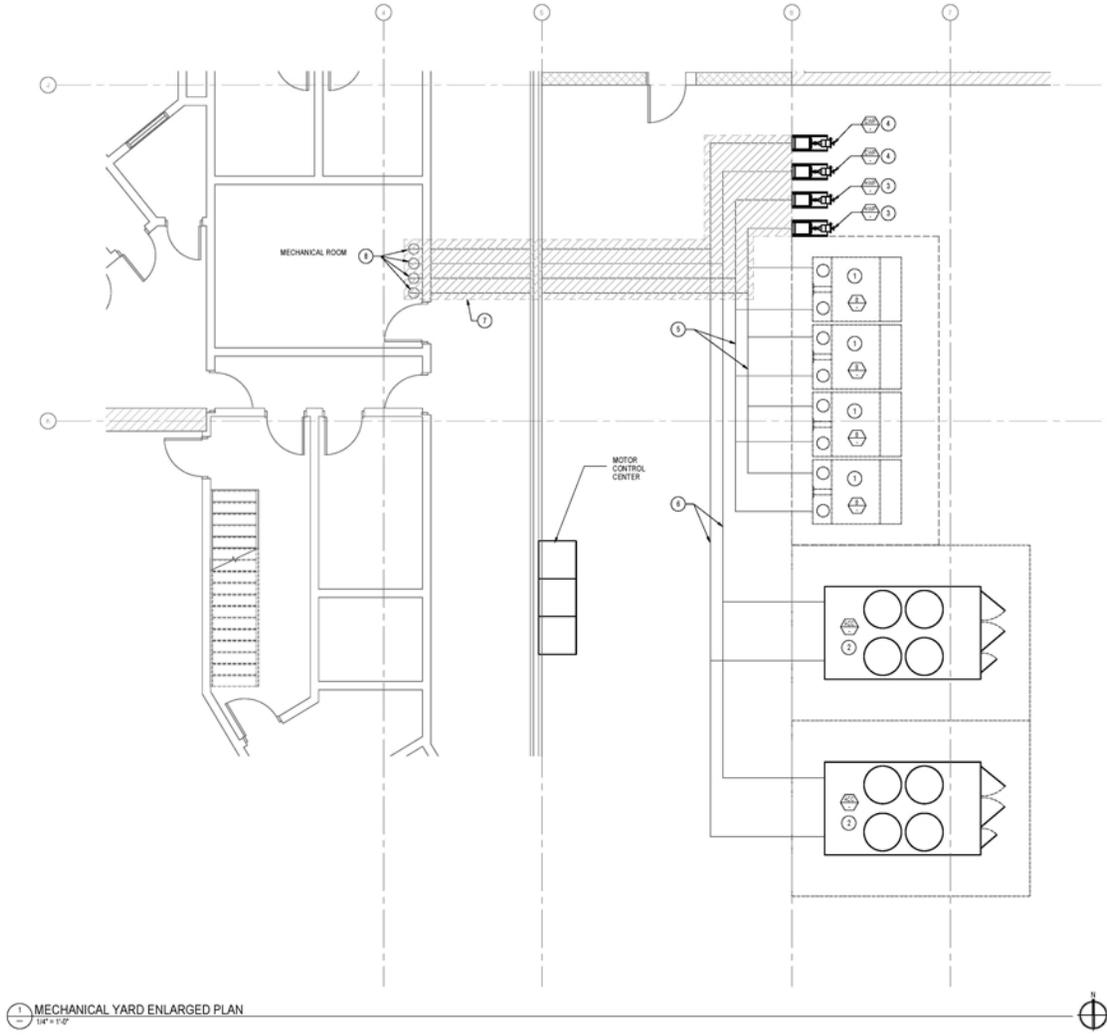
MECHANICAL ROOF PLAN  
3/2" = 1'-0"



- GENERAL NOTES:**  
1. ALL DRAWINGS ARE SCHEMATIC IN NATURE.
- KEY NOTES:**
- ① DEDICATED AIR HANDLING UNIT TO SERVE HOUSING UNIT.
  - ② DEDICATED EXHAUST FAN TO SERVE HOUSING UNIT DRY ROOM.
  - ③ DEDICATED EXHAUST FAN TO SERVE HOUSING UNIT CELLS.
  - ④ MAINTAIN MAINTENANCE CLEARANCE FROM CLERESTORY.

NOTE:  
THESE DRAWINGS ARE A GRAPHIC REPRESENTATION OF THE PROGRAMMATIC REQUIREMENTS AND SPATIAL RELATIONSHIPS USING THE MATERIALS AND SYSTEMS IDENTIFIED IN THE ENGINEERING DESIGN NARRATIVES. ALL DETAILS AND CLEARANCES HAVE NOT BEEN RESOLVED. IT IS THE RESPONSIBILITY OF THE O&E AS PART OF THE FINAL DESIGN TO RESOLVE SUCH DIMENSIONS AND CLEARANCES AS PART OF THEIR WORK IN DEVELOPING THESE DESIGN CRITERIA DOCUMENTS INTO A CONSTRUCTIBLE AND CODE COMPLIANT SOLUTION PARTICULARLY IF ALLOWABLE ALTERNATIVE SYSTEMS ARE UTILIZED.

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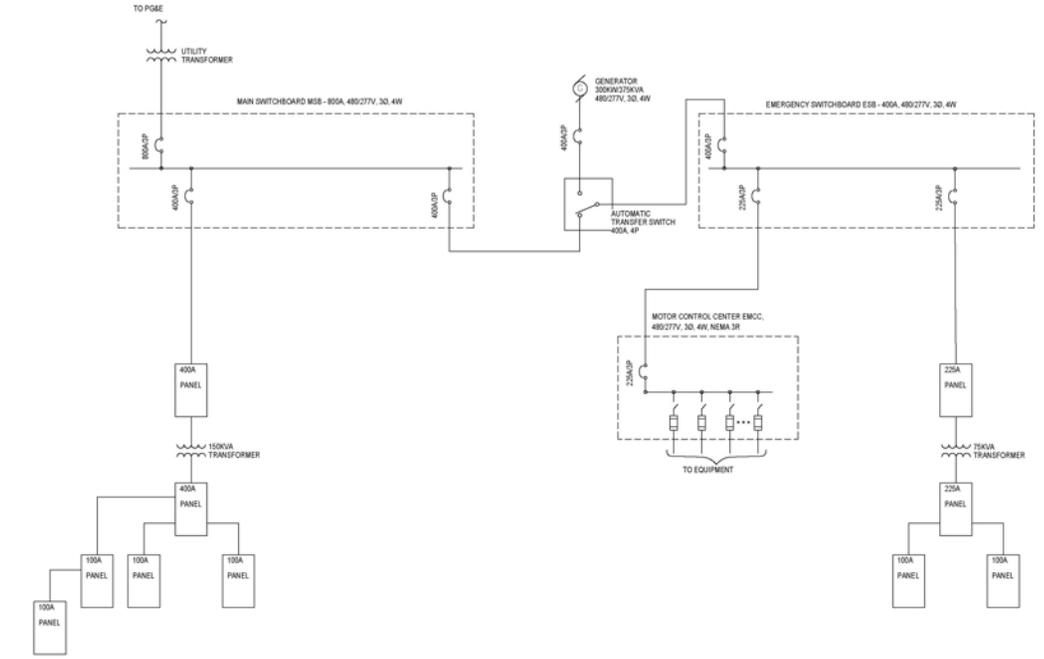


1 MECHANICAL YARD ENLARGED PLAN  
1/4" = 1'-0"

**GENERAL NOTES:**  
1. ALL DRAWINGS ARE SCHEMATIC IN NATURE.

- KEY NOTES:**
- 1 HYDRONIC HEATING BOILER.
  - 2 AIR COOLED CHILLERS.
  - 3 HYDRONIC HEATING PUMPS.
  - 4 HYDRONIC CHILLED WATER PUMPS.
  - 5 HYDRONIC HEATING PIPING.
  - 6 HYDRONIC CHILLED WATER PIPING.
  - 7 HYDRONIC PIPING TO UNDERGROUND TUNNEL.
  - 8 HYDRONIC PIPING RISE TO MECHANICAL ROOM.

NOTE:  
THESE DRAWINGS ARE A GRAPHIC REPRESENTATION OF THE PROGRAMMATIC REQUIREMENTS AND SPATIAL RELATIONSHIPS USING THE MATERIALS AND SYSTEMS IDENTIFIED IN THE ENGINEERING DESIGN NARRATIVES. ALL DETAILS AND CLEARANCES HAVE NOT BEEN RESOLVED. IT IS THE RESPONSIBILITY OF THE DBE AS PART OF THE FINAL DESIGN TO RESOLVE SUCH DIMENSIONS AND CLEARANCES AS PART OF THEIR WORK IN DEVELOPING THESE DESIGN CRITERIA DOCUMENTS INTO A CONSTRUCTIBLE AND CODE COMPLIANT SOLUTION PARTICULARLY IF ALLOWABLE ALTERNATIVE SYSTEMS ARE UTILIZED.



1 ELECTRICAL SINGLE LINE DIAGRAM  
NTS

NOTE:  
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# Adult Detention Behavioral Health Unit



*Providing safety, security, treatment and rehabilitation services for offenders with special management mental health needs.*



# Facility Design

- 3 Standard Units (20 Beds Each)
- 1 High-Security Unit (12 Beds)
- 9 Dayrooms
- 7 Multi-purpose Rooms
- 8 Exterior Recreation Areas
- 11 Green-space Areas



# Board of Supervisor Action Items

## Request for Board Review & Approval Schedule:

### ~~January 2017:~~ **Feb 7**

- Request for Qualifications for Design Build Contractor

### ~~April 2017:~~ **May 2017**

- Staffing and Operational Program
- Bridging Architectural Documents
- Approve Request for Proposal
- Approve Contractor Shortlist

### ~~November 2017:~~ **December 2017**

- Approve Design Build Contract
- Award Design Build Contract

### ~~April 2017:~~ **May 2018**

- Ground Breaking

### ~~September 2019:~~ **November 2019**

- Ribbon Cutting



# Adult Detention Behavioral Health Unit

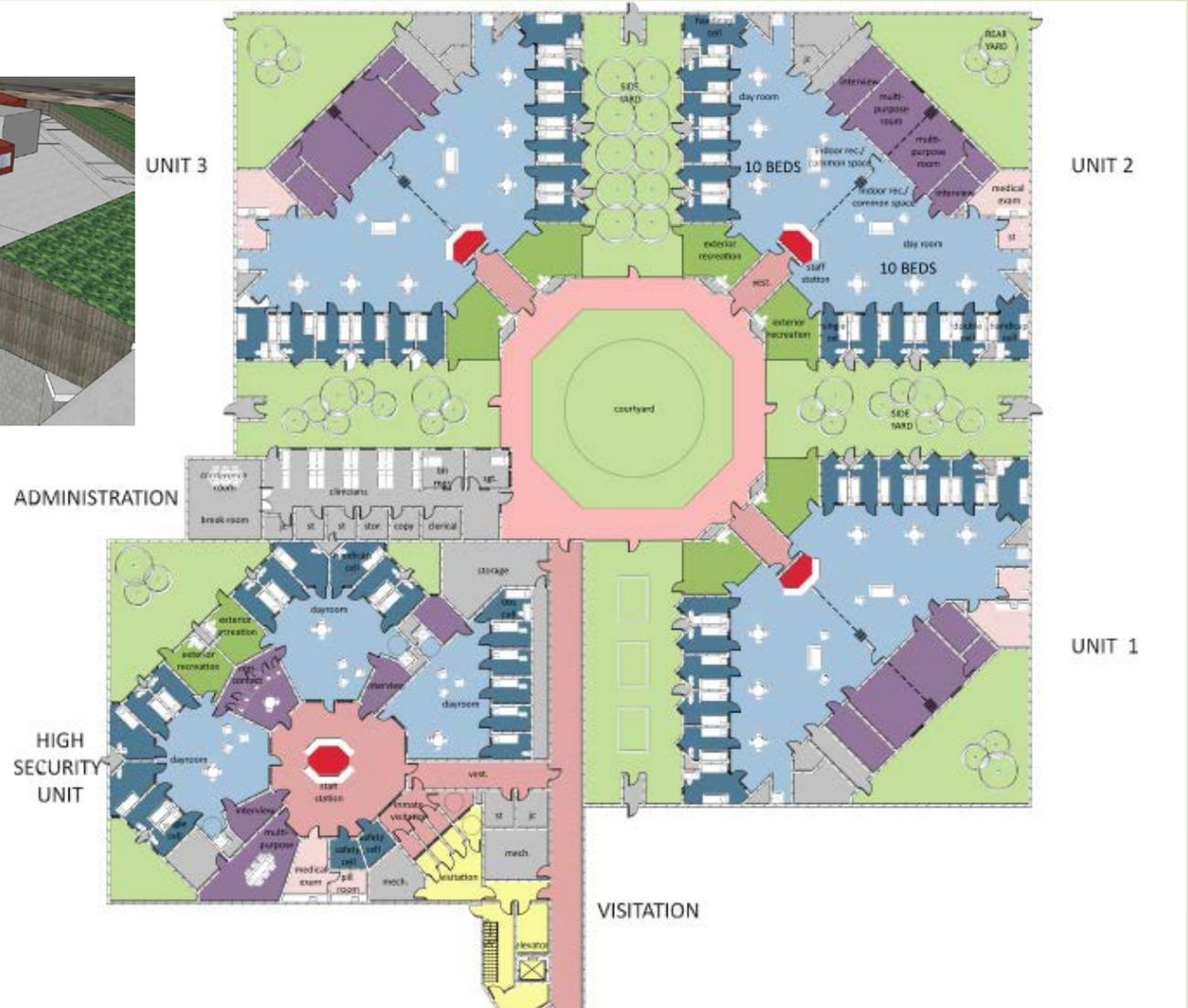


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## County of Sonoma Agenda Item Summary Report

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

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

**To:** Sonoma County Board of Supervisors  
Sonoma County Water Agency  
Agricultural Preservation & Open Space District

**Board Agenda Date:** February 7, 2017

**Vote Requirement:** 4/5

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

**Staff Name and Phone Number:**

Caroline Judy, General Services: 707-565-8058

**Supervisorial District(s):**

**Title:** Exclusive Negotiating Agreement with Selected Developer of the Chanate Campus Properties in Response to the Chanate Repurposing/Redevelopment Request for Proposals

### **Recommended Actions:**

- A. Approve the selection of William Gallaher as the Developer in Response to the Chanate Repurposing/Redevelopment Request for Proposals
- B. Approve the Exclusive Negotiating Agreement with William Gallaher as the Selected Developer of the Sonoma County Chanate Campus.
- C. Adopt a Resolution authorizing budgetary adjustments to the Final 2016-17 Capital Budget for the General Services Department, in the amount of \$50,000.

### **Executive Summary:**

General Services is recommending that your Board approve the solicitation award and the Exclusive Negotiating Agreement with the recommended developer. The selection of Gallaher as the preferred developer terminates the Request for Proposals (RFP) solicitation process. The Exclusive Negotiating Agreement and proposed award meets the key Board priorities for increasing affordable and market rate housing, environmental and cultural preservation, and creation of recreational opportunities, all complimenting and consistent with the community character. Prior to releasing an RFP for this project, the County conducted outreach and received input for development goals from the community. The County issued a RFP on February 3, 2016, and received responses on May 5, 2016. Following an extensive evaluation process your Board provided direction to staff on September 13<sup>th</sup> to conduct negotiations with the recommended developer.

Attachment 1 Exclusive Negotiating Agreement, and Attachment 4, project map, provide details about the developer's proposal, which provide for affordable and market rate housing, environmental preservation, cultural preservation, and recreation opportunities, which all compliment and are

consistent with the character of the community. All of the stated goals of the project are met by the proposal.

The proposed agreement includes a non-refundable deposit of \$50,000. Staff is requesting that the deposit is appropriated to fund the activities associated with this agreement.

**Discussion:**

On March 18, 2014, the Board of Supervisors ordered the formation of a Facilities Ad Hoc Committee to maximize the use of County facilities and develop recommendations regarding the highest and best use of the eighty-two acre County property on the Chanate Campus. Sutter Health, whom had previously leased the property from the County, officially ceased operations at the Chanate Complex in December 2014 due to seismically and environmentally unsafe conditions at the hospital. Sutter Health determined that the cost to mitigate these hazards was cost prohibitive.

From December 2014 through December 2015, the General Services department conducted property assessments including appraisals, water capacity studies, geological hazard studies, environmental surveys, seismic surveys and environmental site assessments to obtain information relevant for your Board's consideration of possible uses for the property. These studies described the existing hospital building as unsuitable for reuse due to their age, unsafe conditions, and the approximately \$94 million dollar cost of modernization and renovation.

In October 2015, a community meeting was held to provide an overview of the Chanate Campus and to share the Board's interest in developing the property in the best interests of the community. In addition, members of the community were asked to provide information and ideas about desired amenities and improvements to the Chanate Campus. A website for the Chanate Campus was set up to inform the public of activities involving the Chanate Campus and to receive additional community input.

Your Board subsequently identified development goals and planning objectives for the campus that reflected the community's priorities and remained true to the character of the community including; creating a walkable mixed-use community with high quality housing and commercial uses that complement the surrounding neighborhoods, making a lasting positive contribution to the local area and County as a whole, providing new housing of different types and levels of affordability that meet the County's's minimum 20% affordable housing policies, creating a village center, healthy and safe neighborhoods, improving connectivity and transportation, improving public access to open space and celebrating the cultural and historic resources of Chanate's healing history.

In addition to components of the development, the Ad Hoc identified the preference for a single and complete master plan. The Ad Hoc felt that approaching the development in this regard would help ensure all of the positive and beneficial aspects of the development would be built successfully and would be integrated. In addition, by having a single master plan approach, the County would forego the continuing fiscal and operational responsibility to maintain, sell, and help develop individual parcels of the property over time.

The site although owned by the County is within the City of Santa Rosa's jurisdiction and therefore subject to the city's building, zoning and planning requirements. Currently the site is zoned Public

Institutional and will have to be rezoned by the City of Santa Rosa to accommodate residential and commercial development.

Pursuant to Government Code 54220 the County noticed government agencies and nonprofit groups of the property sale October 28, 2015. Responses to the surplus property notice were due on December 28, 2015. No responses were received. In addition, the code requires that the County obtain “fair market value” for property sales. Appraisals conducted in September 2014 and in July 2016, established the “fair market” valuation of the property. The RFP document included in Objective Statement #3, that the County expected to receive “fair market, financial return or at least \$15 million” for the property. The proposal submitted by the Gallaher Team is consistent with the Government Code, and with the Board’s development and planning objectives as expressed in the RFP.

On February 2, 2016, your Board authorized the issuance of a Request for Proposals to solicit a master developer to work with the County on repurposing the Chanate campus. The RFP was issued via the County’s Purchasing portal to over 1500 registered recipients. In addition, the RFP was advertised from February 10, 2016, to May 5, 2016, on the Urban Land Institute website. The RFP was also issued to nearly 500 national and local developers. An outreach letter was also sent to twelve local developers to ensure they were aware of the RFP. Two pre-proposal conferences were held on March 2 and March 31, 2016. Forty-three people attended the Pre-Proposal conferences. On May 5, 2016, General Services received two proposals in response to the RFP; one from a team led by William Gallaher (“Gallaher Team”) and one from a team consisting of Curt Johansen, Signature Builders and Mid-Pen Housing (“Johansen Team”).

Following receipt of the proposals, a County Evaluation and Selection Committee reviewed and ranked the proposals. The County Evaluation and Selection Committee included representatives from the County General Services Department, Auditor Controller Treasurer Tax Collector, Permit Resource Management Department, Department of Health Services, County Administrator’s Office and the City of Santa Rosa, as well as an outside planning consultant and an external agency representative acting as advisors.

The proposal submitted by the Gallaher Team was determined by the Committee to be the highest ranking proposal of the two received. Based upon the materials submitted in response to the RFP and in interviews with both proposers, the Gallaher Team clearly demonstrated that its proposed development approach and accompanying financial proposal, most successfully met the County’s development and planning objectives.

Highlights of the proposal include:

- 400-800 housing units
- Veterans housing
- Senior housing
- 20% of all housing designated affordable per County Municipal Code Sec. 26-89-040 Affordable Housing.
- 63 acres of preserved water agency and open space
- 2 miles of multi-use trails
- Small commercial or retail development, including a specialty food market

- Community & Recreation Center
- Cultural amenities including a Neighborhood Park & Garden, Community Dog Park, Amphitheatre

In September 2016, your Board directed General Services to negotiate an Exclusive Negotiations Agreement with the recommended Developer. The Exclusive Negotiations Agreement (ENA) sets out the principal business terms and the terms of sale as will be defined in the future Development and Disposition Agreement (DDA). On January 24, 2017, the Board of Supervisors directed General Services to accept the terms of an Exclusive Negotiating Agreement with the Gallaher development team.

The key business terms of the property sale are described in the ENA Exhibit B. Highlights of these include: an ‘as-is with all faults’ sale whereby the Developer acquires a fee-simple interest in the site, a purchase price for the “unentitled” land value of six million dollars, plus assuming a Project of more than 400 residential units is ultimately entitled by the City of Santa Rosa an additional increase in the value of the site of \$16,250 per unit for a maximum purchase price of \$12,500,000. In addition, the Developer would lease the Morgue and Public Health Lab buildings back to the County for five years at a base rent of \$1 per year with a net present value of approximately \$1.6 million. At the end of five years the County would have the option to extend the lease term for up to an additional 10 years at a discounted rent per square foot equal to 80% of the Fair Market Value rent. The terms also include affordability covenants recorded against the parcels, performance criteria, phasing of public improvements, and a deposit of \$2.5 million within 10 days of the execution of the DDA. The terms of the agreement meet the conditions established by the Board to achieve a “fair and reasonable” value for the property. The proposal offers the County a unique opportunity to significantly increase the number of market rate and affordable housing units constructed within the County, as well as meeting the Board’s goals for preservation of environmental and cultural assets, while providing for neighborhood amenities such as recreation and community centers, improved trails, and convenient walkable shopping – all consistent with the community character.

**Prior Board Actions:**

Based on the recommendations of the Facilities Ad Hoc and staff, your Board has taken the following action on this project:

- February 2, 2016: Board Resolution Number 16-0041 was approved authorizing the issuance of the Request for Proposals (RFP) in connection with the possible sale or long term lease of the Chanate Campus.
- On May 5, 2016, General Services received two proposals in response to the Request for Proposals (RFP); one from a team led by William Gallaher (“Gallaher Team”) and one from a team consisting of Curt Johansen, Signature Builders and Mid-Pen Housing (“Johansen Team”).
- June 21, 2016: Board of Supervisors received proposals, submitted in response to the Chanate Master Developer Repurposing/Redevelopment Request for Proposals (RFP).
- Both development teams provided informational presentations to the Facilities Ad Hoc Committee on June 28<sup>th</sup>, 2016. Staff met with the Ad Hoc on September 6<sup>th</sup> 2016 to discuss the relative merits of both proposals and to review information on possible terms and conditions for negotiations.
- September 8, 2016: Board of Supervisors in closed session authorized General Services to begin Exclusive Negotiations with the Gallaher development team. The Gallaher

development team will form an entity to be called Chanate Community Development Partners LLC.

**Strategic Plan Alignment**      Goal 3: Invest in the Future

**Fiscal Summary**

<b>Expenditures</b>	<b>FY 16-17 Adopted</b>	<b>FY 17-18 Projected</b>	<b>FY 18-19 Projected</b>
Budgeted Expenses	\$686,892		
Additional Appropriation Requested	\$50,000		
<b>Total Expenditures</b>	<b>\$736,892</b>		

**Funding Sources**

General Fund/WA GF	\$686,892		
State/Federal			
Fees/Other	\$50,000		
Use of Fund Balance			
Contingencies			
<b>Total Sources</b>	<b>\$736,892</b>		

**Narrative Explanation of Fiscal Impacts:**

Project costs in fiscal year 15-16 and to date total \$496,892.00.  
 Project costs to complete project is estimated to be \$190,000.00.  
 These include costs for staff, county counsel and outside financial consultant.  
 Project costs to be reimbursed by sale of Chanate properties to be include \$50,000 non-refundable deposit indicated above.

**Staffing Impacts**

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

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

**Attachments:**

Attachment 1: Exclusive Negotiating Agreement

Attachment 2: Anticipated Procurement & Development Timeline  
Attachment 3: Resolution  
Attachment 4: Powerpoint

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

## ATTACHMENT 1

### CONFIDENTIAL DRAFT - INTERNAL COUNTY DO NOT DISTRIBUTE

#### AGREEMENT TO NEGOTIATE EXCLUSIVELY

THIS AGREEMENT TO NEGOTIATE EXCLUSIVELY ("**Agreement**") dated for reference purposes as of \_\_\_\_\_, 2017 ("**Date of Agreement**"), is entered into by and between the COUNTY OF SONOMA, a political subdivision of the State of California ("**County**"), and CHANATE COMMUNITY DEVELOPMENT PARTNERS LLC, a California limited liability company ("**Developer**"). County and Developer are sometimes referred to herein individually as "**Party**" or collectively as the "**Parties**".

#### RECITALS:

A. County has identified a need to create a comprehensive transition plan for County operations and facilities that supports the consolidation and modernization of its facilities and services. Currently, various County operations and services are provided within inadequate and obsolete facilities located on the Chanate Campus, an approximately 117 acre collection of County-owned property (the "**Site**"). The Site is depicted on Exhibit A attached hereto.

B. County envisions a private development project on the Site with the proceeds from the sale of the Site used to assist with the development of modern, energy efficient County facilities in more appropriate configurations and locations pursuant to a comprehensive transition plan. On August 11, 2015 the County Board of Supervisors ("**Board**") directed County staff to begin developing a multi-phase approach to solicit a master developer to work with the County to plan for the development of the Site.

C. On October 28, 2015, the County provided written offers to sell or lease the Site as surplus land to entities designated pursuant to Section 54222. Responses to the surplus property notices were due on December 28, 2015. No responses to the written offers to sell or lease the Site were received by the County. Accordingly, the County is authorized to undertake the sale or lease of the Site pursuant to California Government Code §§25515 *et seq.*

D. Consistent with the County's vision to maximize and leverage the value of the Site in connection with the consolidation and modernization of its facilities and services, on February 2, 2016, the Board authorized the issuance of a Request for Proposals ("**RFP**") soliciting a master developer to work with the County to repurpose the Site as a new mixed-use community providing housing to serve the diverse needs of the community; a village center with neighborhood retail, services, arts and cultural opportunities; and extensive open space areas, while retaining existing facilities for the Coroner and Public Health Lab (the

**“Project”**). The final configuration of the Site will be refined as a component of the negotiations contemplated by this Agreement.

E. On June 21, 2016, two prospective developers submitted proposals in response to County’s RFP. The proposals were evaluated by a Selection Committee and staff’s recommendation was presented to the Board in closed session on September 8, 2016. At the conclusion of the September 8, 2016 meeting, the Board accepted the staff recommendation and authorized staff to begin negotiations with the Developer regarding the potential disposition and development of the Site.

F. The County and Developer now desire to enter into this Agreement in order to set forth the terms under which County and Developer will exclusively negotiate the terms and conditions of a proposed Disposition and Development Agreement (“**DDA**”) providing for conveyance and development of the Site.

G. Approval of this Agreement by County is a “project” as defined in accordance with the California Environmental Quality Act (“**CEQA**”). However approval of this Agreement is exempt from the requirements of CEQA pursuant to State CEQA Guidelines § 15061(b)(3) because CEQA applies only to projects that have the potential to cause a significant effect on the environment and it can be seen with certainty that there is no possibility that approval of this Agreement may have a significant effect on the environment. As set forth herein, this Agreement only provides for a period of exclusive negotiations between County and Developer related to the conveyance and development of the Site, and any and all discretionary approvals required for development of the Site will be issued by the City of Santa Rosa, subject to the prior evaluation of the environmental impacts of the development in accordance with CEQA.

NOW THEREFORE, County and Developer hereby agree as follows:

*A G R E E M E N T S:*

1. Negotiations.

1.1 Good Faith Negotiations. County and Developer, acknowledging that time is of the essence, agree for the Negotiation Period set forth below to negotiate diligently and in good faith to prepare a DDA (defined in Recital C, above) to be considered for approval by County and Developer, in the manner set forth herein, with respect to the conveyance and development of the Site (defined in Recital A, above). During the Negotiation Period County agrees not to negotiate with any other person or entity regarding the sale or development of the Site or any portion thereof. A DDA resulting from the negotiations hereunder shall become effective only if and after a DDA has been considered and approved by the Developer and the Board at a public hearing called for such purpose in accordance with California Government Code §25515.2(b). If a DDA is executed by County and Developer, the DDA shall

thereafter govern the rights and obligations of the Parties with respect to development of the Site.

1.2 Duration of this Agreement. This Agreement shall become effective upon execution by the Parties and shall remain in effect until June 30, 2017 (“**Negotiation Period**”). Upon expiration of the Negotiation Period, this Agreement shall automatically terminate, unless the Negotiation Period has been mutually extended by County and Developer as provided below. The County Administrator may approve an extension of the Negotiation Period for up to an additional ninety (90) calendar days, if she (he) determines in her (his) sole discretion that Developer has made substantial progress towards agreement on the terms of a DDA with the County. Any further extension of the Negotiation Period shall require the approval of the Board, which may be granted or denied in its sole discretion. If the County has not approved and executed the DDA prior to expiration of the Negotiation Period or any extension thereof, then this Agreement shall automatically terminate.

1.3 Exclusive Negotiation Fee. In consideration of County’s agreement to forego other development opportunities that may have resulted from the RFP process, and to grant Developer the exclusive right to negotiate with County the terms of a proposed DDA, Developer shall submit to County, within three (3) business days following the Date of Agreement, cash or other immediately available funds in the amount of FIFTY THOUSAND DOLLARS (\$50,000) (“**Non-Refundable Fee**”). Developer agrees that payment of the Non-Refundable Fee is a reasonable payment and estimate of the opportunity cost to County of foregoing other development opportunities and entering into exclusive negotiations with Developer. Accordingly, the Non-Refundable Fee shall in all events belong to and be retained by County, regardless of whether (a) Developer and County reach agreement on the terms of the proposed DDA; (b) a DDA is ever approved and executed by County and Developer; or (c) the developable portions of the Site are ever conveyed to Developer for development purposes.

1.4 Term Sheet. Solely to facilitate the orderly preparation, drafting and negotiation of a DDA, and not as a limitation on either Party to raise issues of concern for discussion and negotiation during the Negotiation Period, County and Developer have prepared a preliminary list of non-binding business terms to be further developed and negotiated as part of the proposed DDA (“**Term Sheet**”), as set forth in Exhibit B attached hereto. Nothing herein shall preclude either Party at any time during the Negotiation Period from expanding upon one or more of the general terms outlined in the Term Sheet, or adding additional terms for negotiation and inclusion in a proposed DDA, however with respect to those business terms set forth in the Term Sheet, the Parties agree that the negotiations hereunder shall be conducted in a manner that is substantially consistent with such Term Sheet terms.

1.5 Costs of Negotiations. Except as otherwise expressly provided in Section 1.3 above, each party shall bear its own costs incurred in connection with the negotiation and drafting of the proposed DDA.

2. County Objectives and Development Program. As set forth in detail in Exhibit 1 to the RFP, the County identified four primary objectives to be achieved through development of the Site. First, a plan must be developed that supports the smooth transition and consolidation of the County's and its non-profit partners' operations in their relocation from facilities and service delivery on the Site, including the retention of existing operations of the Coroner and Public Health Lab. The plan must address the demolition of dilapidated structures, remediation of hazardous materials contamination, and assure that new development is compatible with the retention of existing open space and a historic cemetery. Second, a comprehensive master plan must be developed for the Site to ensure the Site is holistically developed in a coordinated and collaborative manner so as to avoid piecemeal development and achieve the County's development vision and development and planning objectives for the Site. The comprehensive master plan must be developed collaboratively with the community and service providers and provide for development that is compatible with and complementary to the surrounding neighborhoods while mitigating potential environmental impacts. Third, development of the Site to its highest and best use, including the provision of a minimum of 20% of the housing as affordable, must achieve a fair market, financial return for the County and Developer. Finally, development and construction of the Site should be expedited to the extent possible in order to fulfill the urgent need for different housing types at varied levels of affordability ("**County Objectives**").

The negotiations hereunder shall be based on achieving the County Objectives and the Developer's proposed Development Program submitted on May 5, 2016 in response to the RFP ("**Development Program**"), and generally depicted in the plan attached hereto as Exhibit C. The Developer's proposed Development Program includes the following uses: 800 housing units (160 of which shall be affordable to very low income households and 160 of which shall be restricted to seniors); 50 very low income veterans housing units; 3 recreation facilities; 2 cultural monuments; 33,000 square feet of commercial facilities; 2 miles of biking/hiking trails; 68 acres of open space and preservation of heritage oak trees. The Parties recognize that the City of Santa Rosa is anticipated to retain land use entitlement authority over the proposed Project and that conditions of development imposed by City in connection with such land use approvals, as well as fluctuating market conditions, may warrant adjustments to one or more aspects of the anticipated Development Program.

3. Developer's Responsibilities.

3.1 Full Disclosure of Developer Parties. Developer is required to make full disclosure to County of its principals; officers; major stockholders, partners or members; joint venturers; and its directly involved negotiators,

development managers, consultants and managerial employees (individually “**Developer Party**” and collectively “**Developer Parties**”), and all other material information concerning Developer. As set forth in Developer’s response to the RFP, Developer is owned and managed by William P. Gallaher; Komron Shahhosseini is a partner of Developer and will serve as Project Manager; Kleinfelder will provide geotechnical services; Brelje & Race Consulting Engineers will provide civil engineering services; First Carbon Solutions will provide environmental investigative services; Landesign Group will provide site planning and design services; OSL Construction LLC will act as the general contractor for Developer; Oakmont Senior Living will undertake development of senior housing; and BRIDGE Housing and Burbank Housing will undertake development of veterans’ housing.

The qualifications and identity of Developer and the Developer Parties are of particular concern to County. It is because of those unique qualifications and identity that County has entered into this Agreement with Developer. In the event of any proposed change in the identity of the Developer Parties, Developer shall provide County no less than ten (10) calendar days’ prior written notice of the Developer Party who will no longer be involved in the Project and the identity of the individual or entity proposed to replace the Developer Party. Any such change in the identity of a Developer Party shall be subject to the approval of the County Administrator, not to be unreasonably withheld. However, any change in the control of Developer may be withheld in the County Administrator’s sole discretion. As used in the immediately preceding sentence “**Control**” shall mean the power to direct the day-to-day management of Developer and it shall be a presumption that control with respect to a limited liability company is the right to exercise, directly or indirectly, more than 50% of the voting rights attributable to the limited liability company. Notwithstanding the foregoing, nothing herein shall be interpreted to conflict with or supersede the provisions of Section 20 below which prohibits assignment of this Agreement.

3.2 Methods of Financing. Throughout the Negotiation Period Developer shall make and maintain full disclosure to County of its proposed methods of financing to be used in the acquisition of the Site and development of the Project.

4. Cooperation and Coordination Responsibilities. Attached hereto as Exhibit D is a list of reference documents relating to the Site which have been made available to the Developer by County. During the Negotiation Period the County shall continue to cooperate with Developer by providing information within the County’s possession regarding the physical and environmental condition and development potential of the Site as it becomes available. In accordance with Section 5 of this Agreement, Developer will be provided access to the Site in order to undertake activities to evaluate the physical and environmental condition and development potential of the Site and Developer shall provide all such information to County as it becomes available.

5. Access to Site. County and Developer shall cooperate to enable representatives of Developer to obtain the right of access to all portions of the Site for the purpose of obtaining data and making surveys and tests necessary to evaluate the development potential of the Site, including the investigation of the soils and environmental condition of the Site and the buildings thereon. All costs, fees and expenses of investigating the physical and environmental condition of the Site and the buildings thereon, including a Phase 1, Phase 2, geotechnical and soils investigations, if any, shall be paid by Developer. Any and all data, tests, information, reports, surveys, and studies generated as a result of Developer's investigation activities shall be provided to County at the same time such materials become available to Developer and shall become the property of County. Within thirty (30) calendar days of the Date of Agreement, County and Developer shall execute one or more right of entry agreements satisfactory to County's legal counsel providing Developer access to the Site in order to commence such studies or work.

6. Defaults and Remedies.

6.1 Default. Failure by either Party to negotiate in good faith as provided in this Agreement shall constitute an event of default hereunder. Except as otherwise set forth in Section 7 below with respect to County's immediate right to terminate, the non-defaulting Party shall give written notice of default to the defaulting Party, specifying the nature of the default and the required action to cure the default. If such default remains uncured ten (10) days after receipt by the defaulting Party of such notice, the non-defaulting Party may exercise the remedies set forth in Section 0 or 6.3 below, as applicable.

Developer hereby acknowledges that while County is entering into this Agreement in its proprietary capacity as owner of fee title to the Site, County nevertheless retains full and complete discretion in its regulatory capacity as to whether to approve the disposition and development of the Site. Accordingly, as provided in Section 13 below, any action taken by the County in the exercise of its discretion relating to the DDA after a public hearing thereon, shall not constitute a default or a breach of the terms of this Agreement by County.

6.2 Exclusive Remedies for County Default. In the event of an uncured default by County, Developer's sole and exclusive remedy shall be to terminate this Agreement and to seek recovery of liquidated damages as provided below:

LIQUIDATED DAMAGES. THE PARTIES HAVE AGREED THAT DEVELOPER'S ACTUAL DAMAGES, IN THE EVENT OF A MATERIAL BREACH BY COUNTY OF ITS OBLIGATIONS UNDER THIS AGREEMENT WOULD BE EXTREMELY DIFFICULT OR IMPRACTICABLE TO DETERMINE. AFTER NEGOTIATION, THE PARTIES HAVE AGREED THAT, CONSIDERING ALL THE CIRCUMSTANCES EXISTING ON THE DATE OF THIS AGREEMENT, THE SUM OF TWENTY FIVE THOUSAND DOLLARS (\$25,000) IS A REASONABLE ESTIMATE OF THE DAMAGES THAT DEVELOPER

WOULD INCUR IN SUCH EVENT. BY PLACING THE INITIALS OF THE AGENT EXECUTING THIS AGREEMENT ON ITS BEHALF BELOW, EACH PARTY SPECIFICALLY CONFIRMS THE ACCURACY OF THE STATEMENTS MADE ABOVE AND THE FACT THAT EACH PARTY WAS REPRESENTED BY COUNSEL WHO EXPLAINED, AT THE TIME THIS AGREEMENT WAS MADE, THE CONSEQUENCES OF THIS LIQUIDATED DAMAGES PROVISION.

INITIALS: DEVELOPER \_\_\_\_\_

COUNTY \_\_\_\_\_

6.3 Exclusive Remedies for Developer Default. In the event of an uncured default by Developer, County's sole and exclusive remedies shall be: (a) to seek specific performance or other equitable relief and/or to recover actual damages if the default is a result of Developer's failure to meet its indemnity obligations set forth herein, or (b) for any other Developer default, to terminate this Agreement.

6.4 Limitation on Damages. Except as otherwise provided in Section 6.3 above, neither Party shall have any liability to the other for actual damages for any default. Further, each Party specifically waives and releases any rights or claims it may have at law or in equity to recover consequential, special or punitive damages from the defaulting Party.

7. Lobbying Prohibition. Developer agrees and acknowledges that the DDA negotiations shall take place with the County Administrator, General Services Department Director, the County's legal, financial and planning advisers and such other County parties as may be designated by the County Administrator from time to time (collectively, the "**County-Designated Team**"). Developer shall not engage in discussions, negotiations or lobbying of any member of the Board of Supervisors or other County employees or officials as may be designated by the County Administrator from time to time (collectively, "**Excluded County Parties**"), unless requested to do so by the County-Designated Team for specific purposes related to the negotiations. Nothing in this Section 7 shall prevent: (a) responses to requests for information from one or more Excluded County Parties, provided such responses are directed to the County-Designated Team; (b) Developer's participation in any question-and-answer sessions, workshops, or tours approved in writing by the County-Designated Team; or (c) Developer's participation in public events or community fora at which one or more Excluded County Parties are present, provided Developer does not engage in communications with such Excluded County Parties at such events that are intended to influence the DDA negotiations. In the event of Developer's violation of its obligations under this Section 7, County may immediately terminate this Agreement by written notice to Developer without affording Developer any opportunity to cure such violation.

8. Ballot and Legislative Measures. Developer expressly agrees and acknowledges that it shall not initiate, promote, support or pursue, or authorize

any other person or party to initiate, promote, support or pursue, any ballot or legislative measure relating to the Project without the prior consent of the County as evidenced by Board of Supervisors' resolution.

9. Rights Following Expiration or Termination. Except as otherwise expressly provided herein, following expiration or termination of this Agreement neither Party shall have any further rights against or liability to the other under this Agreement. Following expiration or termination of this Agreement, unless a DDA is signed by Developer, approved by the Board, and executed by the County Administrator, County shall have the absolute right to pursue disposition and development of the Site in any manner and with any party or parties it deems appropriate.

10. Confidentiality of Information. Any information provided by Developer to County, including pro formas and other financial projections (whether in written, graphic, electronic or any other form) that is clearly marked as "CONFIDENTIAL / PROPRIETARY INFORMATION" ("**Confidential Information**") shall be subject to the provisions of this Section 10. Subject to the terms of this Section, County shall use good faith diligent efforts to prevent disclosure of the Confidential Information to any third parties, except as may be required by the California Public Records Act (Government Code Section 6253 *et seq.*) or other applicable local, state or federal disclosure law (collectively, "**Public Disclosure Laws**"). Notwithstanding the preceding sentence, County may disclose Confidential Information to its officials, employees, agents, attorneys and advisors, but only to the extent necessary to carry out the purpose for which the Confidential Information was disclosed. Developer acknowledges that County has not made any representations or warranties that any Confidential Information County receives from Developer will be exempt from disclosure under any Public Disclosure Laws. In the event the County's legal counsel determines that the release of the Confidential Information is required by Public Disclosure Laws, or order of a court of competent jurisdiction, County shall notify Developer of County's intention to release the Confidential Information. If the County Counsel, in his or her discretion, determines that only a portion of the requested Confidential Information is exempt from disclosure under the Public Disclosure Laws, County may redact, delete or otherwise segregate the Confidential Information that will not be released from the non-exempt portion to be released.

If any litigation is filed seeking to make public any Confidential Information, County and Developer shall cooperate in defending the litigation, and Developer shall pay County's reasonable costs of defending such litigation and shall indemnify County against all costs and attorneys' fees awarded to the plaintiff in any such litigation. Alternatively, Developer may elect to disclose the Confidential Information rather than defend the litigation. Developer's indemnity obligations under this Section 10 shall survive the expiration or termination of this Agreement.

The restrictions set forth herein shall not apply to Confidential Information to the extent such Confidential Information: (a) is now, or hereafter becomes, through no act or failure to act on the part of County, generally known or available; (b) is known by the County at the time of receiving such information as evidenced by County's public records; (c) is hereafter furnished to County by a third party, as a matter of right and without restriction on disclosure; (d) is independently developed by County without any breach of this Agreement and without any use of or access to Developer's Confidential Information as evidenced by County's records; (e) is not clearly marked "CONFIDENTIAL/PROPRIETARY INFORMATION" as provided above (except where Developer notifies County in writing, prior to any disclosure of the Confidential Information, that omission of the "CONFIDENTIAL/PROPRIETARY INFORMATION" mark was inadvertent), or (f) is the subject of a written permission to disclose provided by Developer to County.

11. Real Estate Commissions. County shall not be liable for any real estate commission or brokerage fees which may arise from the purchase and sale or other acquisition of the Site or any portion thereof or interest therein. Developer represents and warrants to County that it has not engaged any broker, agent or finder in connection with the acquisition or development of the Site, and Developer agrees to indemnify, defend and hold County harmless from any claim by any broker, agent or finder retained by, or alleged to have been retained by, Developer. Developer's indemnity obligations under this Section 11 shall survive the expiration or termination of this Agreement.

12. Notices. Any approval, disapproval, demand or other notice which either Party may desire to give to the other Party under this Agreement must be in writing and may be given by any commercially acceptable means, including first class mail, personal delivery, or overnight courier, to the Party to whom the notice is directed at the address of the Party as set forth below, or at any other address as that Party may later designate by notice.

To County: County of Sonoma  
General Services Department  
2300 County Center Drive, Suite A200  
Santa Rosa, CA 95403  
Attention: Caroline Judy, Director  
Telephone: (707) 565-8058  
Email: [Caroline.Judy@sonoma-county.org](mailto:Caroline.Judy@sonoma-county.org)

with copies to: County of Sonoma  
Office of the County Counsel  
575 Administration Drive, Room 105A  
Santa Rosa, CA 95403  
Attention: Robert Pittman, Chief Deputy  
County Counsel  
Telephone: (707) 565-3310

Email: [Robert.Pittman@sonoma-county.org](mailto:Robert.Pittman@sonoma-county.org)

and

Burke, Williams & Sorensen LLP  
1901 Harrison Street, 9<sup>th</sup> Floor  
Oakland, CA 94612  
Attention: Jerry Ramiza/Michael Biddle  
Telephone: (510) 273-8780  
Email: [JRamiza@bwslaw.com](mailto:JRamiza@bwslaw.com);  
[MBiddle@bwslaw.com](mailto:MBiddle@bwslaw.com).

To Developer:

Chanate Community Development  
Partners LLC  
9240 Old Redwood Hwy, Suite 200  
Windsor, CA 95492  
Attention: Komron Shahhosseini, Project  
Manager  
Telephone: (707) 535-3235  
Email: [komron@oakmontsl.com](mailto:komron@oakmontsl.com)

with a copy to:

[Name]  
[Address]

Any notice shall be deemed received on the date of delivery if delivered by personal service, three (3) business days after mailing if sent by first class mail, on the date of delivery or refused delivery as shown by the records of the overnight courier if sent via overnight courier, or one (1) business day after delivery via email if said notice is also sent by first class mail.

13. Limitations of this Agreement. This Agreement (and any extension of the Negotiating Period) shall not obligate either County or Developer to enter into a DDA on or containing any particular terms. By execution of this Agreement (and any extension of the Negotiating Period), County is not committing itself to, or agreeing to, undertake (a) acquisition of land, (b) disposition of the Site or any portion thereof, or (c) any other act or activity requiring the subsequent independent exercise of discretion by the County, and Developer is not committing itself to acquire the Site or any portion thereof. Execution of this Agreement by County and Developer is merely an agreement to conduct a period of exclusive negotiations in accordance with the terms hereof, reserving for subsequent County action the final discretion and approval regarding the execution of a DDA and all proceedings and decisions in connection therewith. Any DDA resulting from negotiations pursuant to this Agreement shall become effective only if and after such DDA has been considered and approved by the Board, following conduct of all legally required procedures, and executed by duly authorized representatives of County and Developer. Until and unless a DDA is signed by Developer, approved by the Board, and executed by the County

Administrator, no agreement drafts, actions, deliverables or communications arising from the performance of this Agreement shall impose any legally binding obligation on either Party to enter into or support entering into a DDA or be used as evidence of any oral or implied agreement by either Party to enter into any other legally binding agreement. Failure of the Board to approve a DDA after a public hearing thereon shall not constitute a default or a breach of the terms of this Agreement by County.

14. Indemnification. Developer shall indemnify, defend (with counsel reasonably acceptable to County), protect and hold County, and its officers, officials, employees, contractors, agents and representatives, harmless from, all third-party claims, demands, damages, defense costs or liability of any kind or nature (collectively, "**Claims**") arising directly or indirectly from the approval or implementation of this Agreement, and/or Developer's Site investigation or acquisition activities, including damages to property or injuries to persons, accidental death, and reasonable attorneys' fees and costs, whether such activities or performance thereof be by Developer or by anyone directly or indirectly employed or contracted with by Developer and whether such damage shall be discovered before or after expiration or termination of this Agreement. Developer's indemnity obligations under this Section shall not extend to claims for property damage, bodily injury or death to the extent occasioned by the active negligence or willful misconduct of County, or its officers, officials, employees, contractors, agents or representatives. Developer's indemnity obligations under this Section 14 shall survive expiration or termination of this Agreement.

15. Plans, Drawings, Studies and Reports. Developer shall provide County with full and complete copies of all investigation reports and studies within Developer's possession or direct control, including boring logs, sample or laboratory test results, traffic counts, utility studies or other technical data produced by Developer or its contractors or subcontractors in connection with Developer's due diligence and pre-development investigative activities (collectively, "**Work Product**") within ten (10) days following Developer's receipt thereof. Notwithstanding the foregoing, Developer or Developer's architect shall retain ownership of all Project development design concepts, together with any and all site plan ideas and drawings submitted in connection with the negotiations hereunder ("**Design Documents**"), and County shall have no right to use such Design Documents for any purpose without providing compensation to Developer or Developer's architect.

16. Integration. This Agreement contains the entire understanding between the Parties relating to the matters set forth herein. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged in this Agreement and shall be of no further force or effect.

17. Modifications. Any alteration, change or modification of or to this Agreement, in order to become effective, shall be made in writing and in each instance signed on behalf of each Party.

18. Severability. If any term, provision, condition or covenant of this Agreement or its application to any Party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

19. Applicable Law; Venue. This Agreement shall be construed in accordance with the law of the State of California without reference to choice of laws principles, and venue for any action under this Agreement shall be in Sonoma County, California.

20. No Assignment. The qualifications and identity of Developer and the Developer Parties are of particular concern to County. It is because of those unique qualifications and identity that County has entered into this Agreement with Developer. Accordingly, Developer may not assign its right to negotiate with County to any other person or entity. Any purported voluntary or involuntary assignment of Developer's negotiation rights shall be null and void.

21. Waiver of *Lis Pendens*. It is expressly understood and agreed by the Parties that no *lis pendens* shall be filed against the Site or any portion thereof with respect to this Agreement or any dispute or act arising from this Agreement.

22. Counterparts. This Agreement may be signed in multiple counterparts which, when signed by both Parties, shall constitute a binding agreement.

23. Interpretation. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others where and when the context so dictates. The word "including" shall be construed as if followed by the words "without limitation." This Agreement shall be interpreted as though prepared jointly by both Parties. Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of this Agreement or any of its terms.

24. Joint and Several. If Developer consists of more than one entity or person, the obligations of Developer hereunder shall be joint and several.

25. Authority. Developer is a limited liability company and each person executing this Agreement on behalf of Developer does hereby covenant and warrant that (a) Developer is duly established or formed and validly existing under the laws of its state of establishment or formation; (b) Developer has and is duly qualified to do business in California; (c) Developer has full corporate, partnership, trust, association or other power and authority to enter into this Agreement and to perform all of Developer's obligations hereunder; and (d) each person (and all of the persons if more than one signs) signing this Agreement on behalf of Developer is duly and validly authorized to do so.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date set opposite their signatures. The Date of Agreement shall be the date this Agreement is signed by County.

**COUNTY:**

COUNTY OF SONOMA, a political subdivision of the State of California

**DEVELOPER:**

CHANATE COMMUNITY DEVELOPMENT PARTNERS, LLC, a California limited liability company

By: \_\_\_\_\_  
Shirlee Zane, Chair  
Board of Supervisors

By: \_\_\_\_\_  
William P. Gallaher, Managing  
Member

Date: \_\_\_\_\_, 2017

Date: \_\_\_\_\_, 2017

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Robert Pittman, Chief Deputy  
County Counsel

**ATTEST:**

By: \_\_\_\_\_  
[Name], County Clerk

# EXHIBIT A SITE



**EXHIBIT B**  
**TERM SHEET**

**1. Project.**

- A new mixed-use community providing housing to serve the diverse needs of the community; a village center with neighborhood retail, services, arts and cultural opportunities; and extensive open space areas, while retaining existing facilities for the Coroner and Public Health Lab
- 20% of all housing units developed on the Site, including senior units, shall be affordable to very low income households (50% of AMI); 160 units shall be restricted to seniors; and 50 units, all of which shall be affordable to very low income, shall be restricted to Veterans.
- Services tailored to the needs of seniors and veterans shall be integrated into the design of the senior and veterans housing developments.
- Project would include first class architecture and design, and best practices in sustainable design and operations.
- Project would include demolition of all existing buildings on the Site; provided, however, the first floor façade/entrance of County-hospital building would be retained and integrated into a new residential building to be constructed as part of the Project if architecturally and structurally feasible.

**2. Transaction.**

- Developer would acquire a fee simple interest in the Site.
- Performance criteria, as well as provisions for default and remedies, would be set forth in the DDA.

**3. County Role in Entitlement Process.**

- In recognition of the housing crisis that currently exists in Santa Rosa and greater Sonoma County, County will use good faith diligent efforts to facilitate City of Santa Rosa's issuance of all land use entitlements and approvals, including re-zoning, required to develop the Project on the Site.

Reasonable out of pocket costs incurred by County in connection with such efforts shall be borne by Developer upon Developer's approval of such costs, which approval shall not be unreasonably withheld. If Developer is unable to obtain City approval of a Project that includes at least 650 units (not including veterans housing), County shall consider alternative methods of entitling the Property for development, including, potentially, a County led entitlement process.

4. **Site Condition.**

- The Site would be conveyed to Developer AS-IS, WITH ALL FAULTS. County would have no responsibility for paying any costs related to Site investigations, Site preparation, Site remediation, enhancement or improvement of the open space land or any other component of Project development.

5. **Purchase Price.**

- Purchase Price would be equal to the Site's "unentitled" land value which the Parties agree is currently the sum of \$6 Million, plus, assuming a Project with more than 400 residential units (not including veterans housing) is ultimately entitled, a proportionate share of the increase in the value of the Site after such entitlements have been obtained and consideration of below market rent for existing County functions. The proportionate share of the increase in value to be paid to County shall be calculated as follows: For each residential unit in excess of 400 (not including veterans housing), the Purchase Price shall be increased by \$16,250 for a maximum purchase price of \$12,500,000. In addition to the foregoing cash payments, Developer would lease the Morgue and Public Health Lab buildings back to the County for five (5) years at a base rent of \$1 per year. The net present value of the five years of free rent is approximately \$1.6 Million, calculated at a discount rate of 2.5% and assuming a fair market value annual rent of \$1.20/sf (i.e. annual free rent value of \$260,222 for the DHS Lab and \$108,720 for the Morgue). At the end of the 5 year initial lease term, County would have the option of extending the lease term for up to 10 additional years at discounted per sf

rent equal to 80% of the then current fmV rent . By way of example, assuming the then current fmV rent is \$1.20/s.f., the rent charged would be \$0.96/sf (80% of \$1.20) and the total nominal amount of the discounted rent over the 10 year period would be approximately \$737,880.

6. **Deposit.**

- Developer would pay County a Deposit in the amount of \$2.5 Million within 10 days following the effective date of the DDA. The Deposit would be immediately disbursed to County rather than being held in escrow until closing. County recognizes and acknowledges that this Deposit is unusual and is intended as an additional incentive for the County to enter into the DDA.
- Upon receipt, the County could use the Deposit for any purpose that is in furtherance of the Project, as reasonably determined by County, including paying expenses of master planning County's government building complex, funding a portion of the costs of preparing the CEQA document for the Project, negotiating and drafting of agreements with City of Santa Rosa related to the Project.
- The Deposit would be applied towards the Purchase Price at closing. If escrow were to fail to close for any reason other than a default by Developer, including as a result of a default by County, County would repay the Deposit, plus interest at WSJ prime rate (currently 3.75%) from the date of disbursement, to Developer by no later than 2<sup>nd</sup> anniversary of the date of DDA termination. If the Developer defaults, the Developer will be entitled to a refund of \$2 Million of the Deposit under the same conditions, with the remaining \$500,000 retained by the County as liquidated damages.

7. **Closing Conditions/Outside Date.**

- Close of escrow would be conditioned upon satisfaction or waiver by the benefitted Party of various conditions precedent to closing to be

negotiated and set forth in the DDA. The Outside Date for closing would be 3 years after the effective date of the DDA.

**8. Phasing of Public Improvements.**

- Developer would commit to substantially complete all public amenities and benefits as reflected in the Project entitlements, including all trails, amphitheater (if applicable), public parks/plazas, and neighborhood serving retail on or before the date on which City has issued certificates of occupancy for 50% of the total number of residential units.

**9. County Review of Design.**

Basic Concept Drawings (preliminary site plan and illustrative elevations) for the Project which shall be consistent with Developer's proposal would be attached as an exhibit to the DDA or, if not completed at the time of DDA approval, would be submitted by Developer to County within 3 months of the DDA effective date. County would have the right to review the Basic Concept Drawings for consistency with County's Chanate Campus Development Vision and Objectives as outlined in Exhibit 1 of the County's Request for Proposals dated February 3, 2016, and to ensure first class architecture, and best practices in sustainable design and operations. Following such review County would approve or disapprove the Basic Concept Drawings in its sole discretion. Once Basic Concept Drawings have been approved by County, Developer would prepare and submit to City for review and approval complete applications, including plans and drawings, for all discretionary land use entitlements required to develop the Project on the Site. All plans, drawings and applications submitted to City shall be substantially consistent with the Basic Concept Drawings previously approved by County.

## **10. Affordability Covenants.**

- The affordability covenants to be recorded against the parcels on which affordable units will be located would have priority over all liens and mortgages, including the liens of any deed of trust or mortgage securing repayment of any loan or other financing obtained by Developer in connection with development or construction of the Project.

## **11. Limitation on Remedies.**

- Developer's remedies in the event of a County default would be limited to injunctive relief, except in the event of a County default related to failure to repay the Deposit to Developer following termination of the DDA for a reason other than a default by Developer, in which case Developer would be entitled to recover actual damages in an amount not to exceed the Deposit or portion thereof which has not been timely refunded/repaid by County. Except as expressly provided above, Developer would have no right to recover any actual, consequential or special damages against County.



## EXHIBIT D

### REFERENCE DOCUMENTS

#### Chanate RFP Bibliography: List of Documents & Reports

All documents are available on the Chanate RFP Website

Attachments to the RFP

Attachments A:

1. Campus Map
2. Property Information Summary
3. List of Current Tenants/Lease Status
4. Seismic Evaluation - Phase 2 Report by ZFA
5. Cultural Resources Survey
6. Conceptual Development Opportunity Areas

Attachment B: Procurement Forms

Attachment C: Developer Forms

- Part I – Prospective Qualified Development Team
- Part II – Prospective Qualified Development Team Members
- Part III – Information About the Development Team
- Part IV – Confidential Financial Information
- Part V – Affidavit of Authenticity Form
- Part VI – Organizational Conflicts of Interest
- Part VII – Acknowledgment of Addendum Form
- Part VIII – Non-Collusion Affidavit

Purchasing Portal:

[http://sonomacounty.ca.gov/\\_templates\\_portal/Page.aspx?id=2147508598](http://sonomacounty.ca.gov/_templates_portal/Page.aspx?id=2147508598)

Community Outreach Meeting information

<http://sonomacounty.ca.gov/General-Services/Facilities-Development-and-Management/Chanate-Complex/>

Available through the FDM Website:

<http://sonomacounty.ca.gov/General-Services/Facilities-Development-and-Management/Chanate-Complex/>

- Phase 1 Environmental Site Assessment Report: Chanate Hospital Complex
- Environmentally-Regulated Materials Survey Report: Chanate Hospital Complex
- Geologic Fault Hazard Summary
- Appraisal Report
- Utility Credits

Documents are located here:  
S:\ARCH\PLANNING\7506-County Govt Center Development-Phase 1a (also  
16015)\01-ProjectDefinition\01.3-ProjectData\01.34-Developer RFP\Chanate  
RFP Website Documents

**Attachment 2: Anticipated Procurement & Development Timeline**

Sonoma County estimates the following schedule for the procurement & development process.

<b>ANTICIPATED PROCUREMENT &amp; DEVELOPMENT TIMELINE</b>	<b>DATE</b>
Request for Proposal Release	February 3, 2016
Deadline for Submitting Initial Questions	February 22, 2016
Pre-Submittal Conference	March 2, 2016
Request for Proposal Addendum	Week of March 16, 2016
Request for Proposal Responses Due	April 7, 2016
Request for Proposal Responses accepted by the Board	April 12, 2016
Selection Committee Review	April 2016
Notify Top Qualified Developers	May 2016
Conduct Interviews as Appropriate	May 2016
Refinement of proposals by short listed developers	July 2016
Refined Proposals Due (if required)	August 2016
Final proposal review and recommendations to Board	September 2016
Negotiations with selected proposer and enter into Exclusive Negotiation Agreement (60 to 90 days)	October 2016 – January 2017
Board adoption of Exclusive Negotiation Agreement	January 2017
Negotiate a DDA (120 to 180 days)	January 2017 – June 2017
Transfer of Ownership (60 to 120 days)	June 2017 - September 2017
Entitlements/Planning process (12 to 18 months)	September 2017 – March 2019
Permitting & Building Phase 1 (22 months)	March 2019– January 2021
Lease up Phase 1 (2 years)	March 2020 – March 2022
Permitting & Building Phase 2 (24 months)	September 2019– September 2021
Lease up Phase 2 (2 years)	June 2020 – June 2022
Permitting & Building Phase 3 (24 months)	September 2020– September 2022
Lease up Phase 3 (2 years)	July 2021 – July 2023



County of Sonoma  
State of California

Date: February 7, 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 Final 2016-2017 Capital Budget for the General  
Services Department, in the amount of \$50,000.**

**Whereas**, the Board of Supervisors has adopted a Final Budget for the General Services Department, and

**Whereas**, the Government Code allows for adjustments to the Final Budget during the 2016-2017 Fiscal Year.

**Now, Therefore, Be It Resolved**, that the County Auditor-Controller is hereby authorized and directed to make all necessary operating transfers and the following budgetary adjustments:

**Financing Uses:**

CAPITAL PROJECTS FUND (21122): County Government  
Center Development Phase 1A (40103100), Maintenance  
Buildings and Improvements (51071) \$50,000

**Financing Sources:**

CAPITAL PROJECTS FUND (21122): County Government  
Center Development Phase 1A (40103100), Miscellaneous  
Revenues (46040) (\$50,000)

**Supervisors:**

Gorin: Rabbitt: Gore: Hopkins: Zane:

Ayes: Noes: Absent: Abstain:

**So Ordered.**

Resolution #

Date:

Page 2



# Sonoma County Chanate Campus Master Plan



**Exclusive Negotiating Agreement  
with Selected Developer**

**February 7, 2017**

# Mission Statement

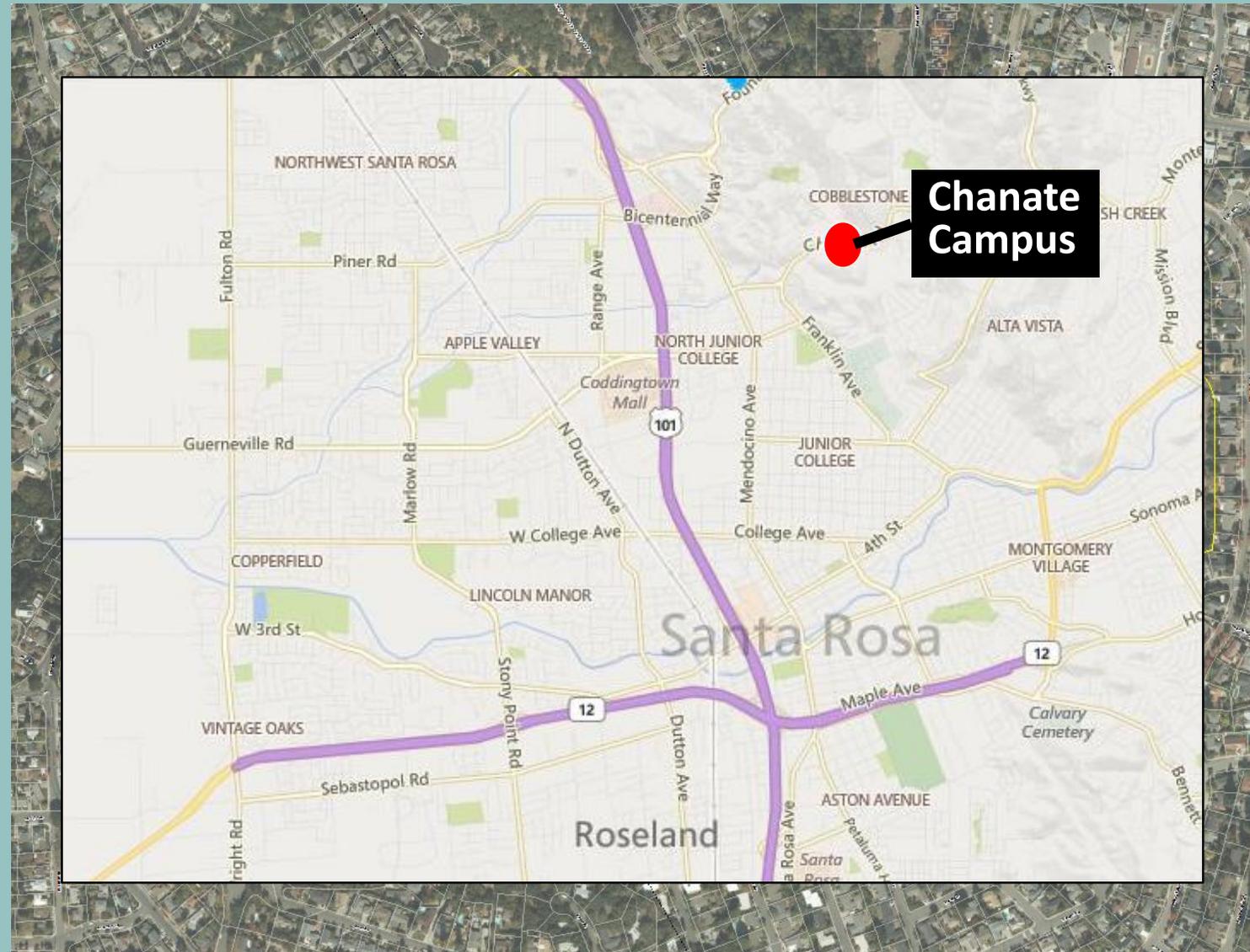
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- Create a master plan for the site that addresses the County's high priority housing and other community needs enhancing the quality of life for the surrounding community and Sonoma County residents.

# The Chanate Campus

- Site is centrally located in northeast Santa Rosa
- Adjacent to commercial corridor at Mendocino Avenue
- Convenient freeway access
- Close to downtown Santa Rosa, and Santa Rosa Junior College



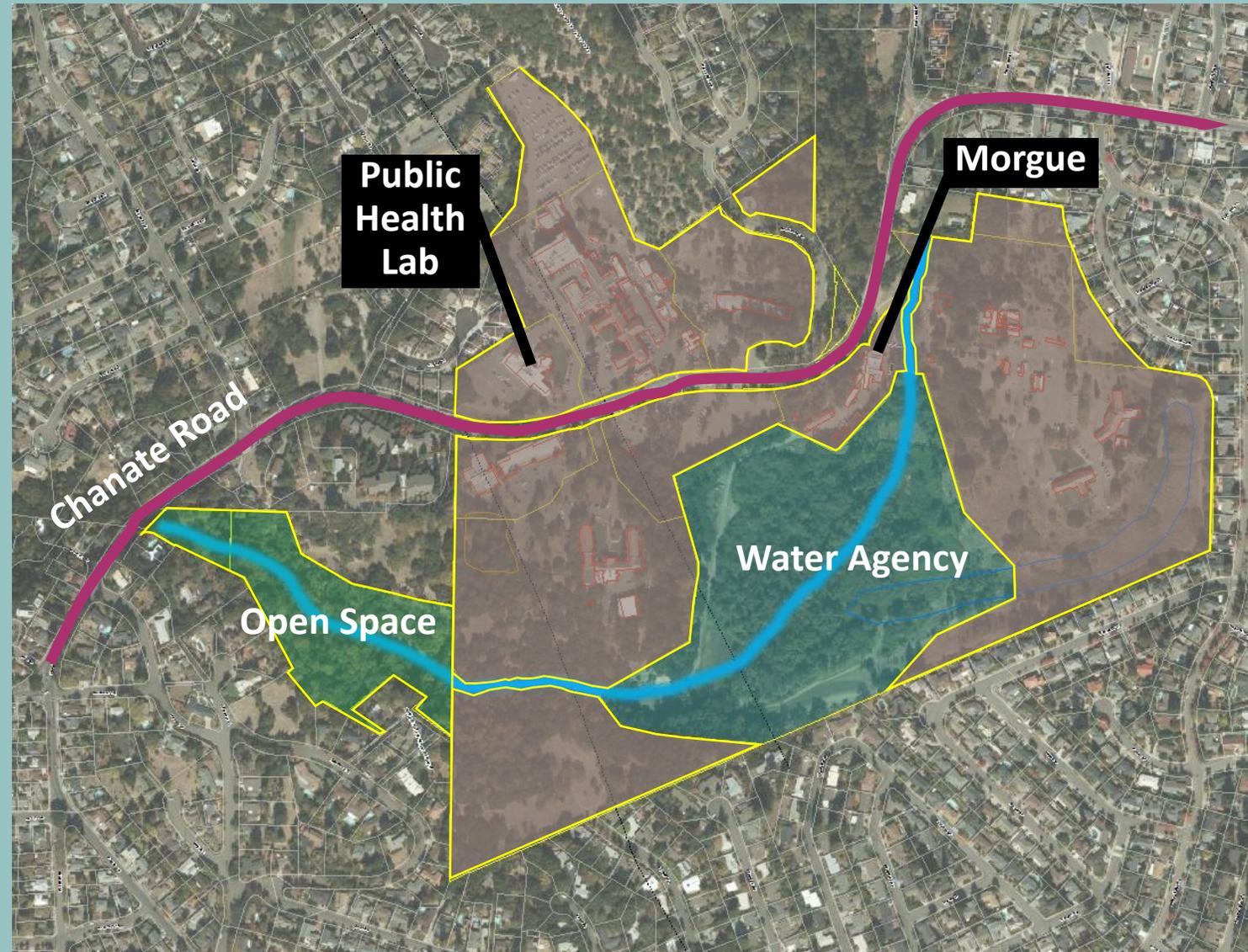
# The Chanate Campus

## Property for Sale

- 82 acres north and south of Chanate Road

## Property not for Sale:

- 26 acre Water Agency property
- 9 acre Open Space District



# Why Are We Here?



- October 2004 Sutter Hospital presents business plan to Board of Supervisors to construct a new hospital at the Wells Fargo Center due to \$94 million in required seismic upgrades at existing facility.
- March 2014 Facilities Ad Hoc Committee formed to recommend highest and best use for Chanate
- December 2014 Sutter terminates lease of hospital complex at Chanate
- January to December 2015 Studies conducted to determine potential reuse. Studies include:  
Geological Hazard Studies, Environmental & Site Surveys, Water Capacity Studies

# Issuance of Request for Proposals



- August 2015 Board of Supervisors approved issuance of Request for Proposals for a Master Developer
- October 2015 Community meeting held to provide overview and to gather input regarding development  
Notice of Surplus Property sent to Government Agencies and Nonprofit Groups per Government Code Section 54222  
Notice outlined terms and conditions for disposition of property
- December 2015 No responses received from Notice of Surplus Property

# Chanate Development Objectives



## Housing

- Address need for different types, mixed levels of affordability with minimum of 20% affordable housing to be provided onsite per County Municipal Code Sec. 26-89-040. Housing to be complementary uses to surrounding neighborhoods.

## Health & Safety

- Support physical activity, promote use of transit, bicycles and walking
- Enhance community recreational opportunities through integrated system of trails, wooded landscape and open space

## Open Space Access

- Improve public access and provide enhanced trail and recreational use
- Protect environmentally sensitive areas and wildlife habitat

## Stewardship of County Resources

- Accomplish smooth transition and consolidation of County facilities
- Achieve a fair market, financial return based on the use of County property

# Chanate Campus Vision



## Mixed-Use Community

- Infill mixed-use community
- High-quality, mixed-income housing and commercial uses
- Complementary uses to surrounding neighborhoods

## Health & Safety

- Interconnected streets, trail system, and bicycle/pedestrian improvements
- Improved access to transit along Chanate Road

## Social, Cultural & Natural Resources

- Celebrate the history of healing
- Preserve historical resources and character where possible
- Identifiable “village” center/gathering place as the heart of the new community
- Retain mature trees and the wooded character of the property as much as possible



# Chanate RFP Schedule



- February 2016 Release of Request for Proposal (RFP) for Master Developer of Chanate Campus
- May 5, 2016 Two Developer Responses received
- May – August 2016 Proposal review and evaluation, qualify developers, proposal refinement and developer selection
- September 2016 – January 2017 Negotiations with selected developer and due diligence
- February 2017 Board adoption of Exclusive Negotiation Agreement and proposed award to selected Developer

# Evaluation and Selection Criteria



Responses to Request for Proposal were evaluated based on:

- Development Team Description & Qualifications
- Relevant Development Experience
- Evidence of Financial Capacity
- Proposed Development Approach

Evaluation and Selection Committee included representatives from:

- County General Services Department
- Auditor Controller Treasurer Tax Collector
- Permit Resource Management Department
- Department of Health Services
- County Administrator's Office
- City of Santa Rosa

# Selected Development Proposal



- Proposal submitted by William Gallaher determined to be highest ranking, most responsive proposal
- Gallaher's proposal met and exceeded the County's Development Objectives and Vision
- Proposal provides:
  - Walkable and sustainable community
  - Variety of multi-family housing meeting 20% affordability
  - Senior housing and veterans housing
  - Village center with community market
  - Trail improvements and preservation of existing open space
  - Honors healing history of property
  - Enhances the quality of life for the surrounding neighborhood and all Sonoma County residents



# Benefits to County



- Proposal provides 20% affordable, mixed income housing
- Proposal provides neighborhood amenities: neighborhood park, community center, amphitheatre and hiking trails.
- Proposal protects environmental assets and open space
- Proposal reduces expense of providing security to site, and mitigates ongoing nuisance to neighbors
- Provides infill development
- Provides transit oriented development

# Exclusive Negotiating Agreement



- Sets out the principal business terms for the proposed sale.
- Staff including representatives from the County Administrator's Office, General Services, Permit Resource Management Department, County Counsel, and outside Counsel met with Gallaher's representative from September through December 2016 to negotiate terms of this agreement.
- Next step: negotiate the Development and Disposition Agreement to formally sell the Chanate property.

# Development and Disposition Agreement



- The Development and Disposition Agreement (DDA) is the purchase agreement for transfer of the property to the developer.
- Memorandum of Understanding to be established between County of Sonoma and the City of Santa Rosa to facilitate development of the Property in a manner consistent with the Development Objectives and Vision.
- Upon approval of the Development and Disposition Agreement, Gallagher Team will close escrow and transfer ownership
- Entitlement process with the City of Santa Rosa will begin following sale.
  - CEQA
  - Project Development Master Plan
  - Community outreach

# Entitlement Process by City of Santa Rosa



- Development envisioned by the Request For Proposals requires City review and approval
  - Chanate is within the City of Santa Rosa
  - The lead agency for environmental review is the City of Santa Rosa
  - Utility services are provided by the City of Santa Rosa
- During master plan process, the City of Santa Rosa will provide community input and feedback on the proposed plan
- The master plan will be used as a key document for the City's environmental review and land use approval process
- Process is estimated to take 12 to 18 months to complete

Questions or comments?