

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

**TUESDAY**

**JANUARY 24, 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**

**AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT**

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

1. Authorize the General Manager of the Sonoma County Agricultural Preservation and Open Space District to execute a professional services agreement with Conservation Strategy Group, LLC, for the total amount of \$121,500 for a period of two calendar years.

**COMMUNITY DEVELOPMENT COMMISSION**

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

2. Redevelopment Dissolution – Recognized Obligation Payment Schedule - Adopt a resolution of the governing Board of the Successor Agency for the Sonoma County Community Redevelopment Agency, approving the Recognized Obligation Payment Schedule for the period July 1, 2017 to June 30, 2018.

**SONOMA COUNTY WATER AGENCY**

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

3. Dry Creek Habitat Enhancement Demonstration Project – Right of Way
  - (A) Authorize the General Manager to execute agreements for acquisition of real property rights (License Agreements) for ingress and egress in connection with the Dry Creek Habitat Enhancement Demonstration Project.
  - (B) Authorize the General Manager to execute any other documents necessary to close the transaction, following review and approval of County Counsel as to form, and to pay any other ancillary costs necessary to close the transactions.
4. Adopt a Resolution: Gardens Subdivision Pedestrian Path Easement Agreement with City of Santa Rosa
  - (A) Determining that executing the Easement Agreement with the City of Santa Rosa (City) for public access along a pedestrian path at Santa Rosa Creek will not adversely affect the Sonoma County Water Agency in any respect and will not have a significant adverse effect on the environment.
  - (B) Authorizing the General Manager to execute the Easement Agreement with the City for a permanent easement.
  - (C) Authorizing the General Manager to file a Notice of Determination in accordance with the California Environmental Quality Act.



CONSENT CALENDAR (continued)

5. Authorize the General Manager to enter into agreements up to \$75,000 as necessary to meet mitigation requirements imposed by regulatory agencies in connection with the Sonoma County Water Agency's Stream Maintenance Program, following review and approval by County Counsel as to form.
6. Set a public hearing on the proposed Occidental County Sanitation District Wastewater Transport Compliance Project Initial Study and Negative Declaration for February 16, 2017, at 6:00 p.m. at the Monte Rio Community Center, and appoint Director Hopkins as the public hearing officer.

**COUNTY ADMINISTRATOR/ FIRE AND EMERGENCY SERVICES**

7. Adopt a Resolution Ratifying the Supplemental Proclamation of Local Emergency due to the Winter Storm Double Crest Event made by the County Administrator/Director of Emergency Services on January 13, 2017, extending the emergency for 30 days, authorizing a request to the Governor for the proclamation of a Statewide emergency, and approving a waiver of permit fees for repair work related to the Winter Storm Double Crest event.

**COUNTY COUNSEL**

8. Adopt a Resolution to amend the position allocation list of the County Counsel's Office to add 1.0 full-time equivalent Department Analyst and delete 1.0 full-time equivalent Accounting Technician, effective January 24, 2017.
9. Adopt a Resolution of the Board of Supervisors rescinding Resolution No. 16-0393 and designating two County Board of Supervisors as the members that shall sit on the Board of Directors of the Northern Sonoma County Air Pollution Control District.

**CLERK-RECORDER-ASSESSOR**

10. Adopt the resolution authorizing consolidation of the districts that have submitted a request for consolidation, as required by Elections Code §10400, and have measures to be placed before the voters on March 7, 2017.

**FIRE AND EMERGENCY SERVICES/ COUNTY ADMINISTRATOR**

11. Approve a Property Tax Exchange Agreement with Schell-Vista Fire Protection District for the annexation of territory from County Service Area 40 into Schell-Vista Fire Protection District in the event the Local Agency Formation Commission approves such an annexation.

CONSENT CALENDAR (continued)**HUMAN SERVICES**

12. Authorize the Director of the Human Services Department to sign and execute a contract with PCM Group, Inc., Doing Business as Mirabel Lodge and Mirabel Lodge at Oak Meadows (Mirabel Lodge) for \$153,000 for February 1, 2017 through June 30, 2018 as part of the Senior Homeless Prevention Program.

**HUMAN RESOURCES**

13. Adopt a new Administrative Policy 4-11: Pre-Employment/Pre-Placement Screening Policy, and authorize the Human Resources Director, or Designee, to approve future changes necessary to maintain alignment with best practices and legal considerations.

**SHERIFF'S OFFICE**

14. Adopt a resolution authorizing the Sheriff to execute an amendment to the Division of Boating and Waterways Law Enforcement Equipment Grant Program Agreement and request for reimbursement for the grant award not to exceed \$81,182.

**TRANSPORTATION AND PUBLIC WORKS**

15. Adopt an ordinance amending Ordinance No. 2300 by establishing no parking restrictions on the east side of Moorland Avenue (#68085) from Postmile 10.655 to Postmile 10.68 at the intersection with Hazelnut Lane. (Fifth District) (Second Reading – Ready for Adoption)
16. Adopt a Resolution accepting two Grant Deeds, two Construction Easement Deeds, and one Slope Easement Deed and authorizing the Chair to execute two Property Purchase Agreements for three partial fee-take purchases, two temporary constructions and one slope easement, required for the Boyes Boulevard Road Bridge Replacement Project, authorizing payments of \$6,400 and \$10,800 totaling \$17,200, which includes \$0 for severance damages; authorizing transfer of taxes on said lands; and authorizing refunds, if applicable, pursuant to §5096 of the Revenue and Taxation Code; lands of Benjamin Cesar Salgado, an Unmarried Man, and Gloria D. Robles, Surviving Joint Tenant (APN's: 052-192-011 and 052-192-018); Project C01147.
17. Approve and authorize Chair to sign Amendment 5 to Cooperative Funding Agreement No. M30210-05 between Sonoma County Transportation Authority and the County of Sonoma for the Airport Interchange Landscape project allowing shift of excess Design and Right-of-Way funds to construction phases and management, and delegate authority to the Director of Transportation and Public Works to approve future administrative changes during the term of the agreement.

**MISCELLANEOUS**

18. Approve the Minutes of the Meetings of December 13, 2016 and December 20, 2016 for the following: Agricultural Preservation and Open Space District, Community Development Commission, Northern Sonoma County Air Pollution Control District, Occidental County Sanitation District, Russian River County Sanitation District, South Park County Sanitation District, Sonoma County Water Agency, and Board of Supervisors; and Approve the Minutes of the Meeting of December 13, 2016 of the Sonoma Valley County Sanitation District.

CONSENT CALENDAR (continued)

**APPOINTMENTS/REAPPOINTMENTS**

19. Appoint Sherie Hurd and re-appoint James J. Barnes to the Sonoma County Public Law Library Board of Trustees, terms expiring January 2, 2018. (Sonoma County Public Law Library)
20. Re-appoint Pamela Davis to the Planning Commission starting January 3, 2017 serving coterminous. (Fifth District)
21. Review the City Selection Committee's California Coastal Commission nomination requests and authorize the County Administrative Officer to submit the nominations to the California Senate Rules Committee for their consideration. (Board of Supervisors)

**PRESENTATIONS/GOLD RESOLUTIONS**

PRESENTATIONS AT THE BOARD MEETING

22. **1:30 P.M.** – Adopt a Gold Resolution February 3, 2017 “Wear Red” Day, and recognize the month of February as “Heart Month” in Sonoma County. (Third District)
23. **1:30 P.M.** – Adopt a Gold Resolution Honoring Patricia Foster for Seven Years of Dedicated Service As A Board Of Trustee Member for the Shiloh District Cemetery. (Fourth District)

PRESENTATIONS AT A DIFFERENT DATE

24. Adopt a Gold Resolution proclaiming February 2017 as Children's Dental Health Month in Sonoma County. (Health Services)
25. Adopt a Gold Resolution recognizing the retirement of Colette Thomas from the Economic Development Board on January 30, 2017. (Economic Development Board)

### **III. REGULAR CALENDAR**

#### **HUMAN SERVICES**

26. Authorize the Director of Human Services Department to sign and execute an agreement with Senior Advocacy Services for \$164,000 to fund an Elder Justice Coordinator for the contract period February 1, 2017 through June 30, 2018.

#### **SONOMA COUNTY WATER AGENCY**

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

27. **10:00 A.M.** - Russian River-Cotati Intertie Pipeline Seismic Hazard Mitigation at Mark West Creek Crossing Project – Hearing of Necessity.
- (A) Conduct a public hearing and determine that the acquisition of real property for the Russian River-Cotati Intertie Pipeline Seismic Hazard Mitigation at the Mark West Creek Crossing Project is necessary for public purposes that the Sonoma County Water Agency serves.
  - (B) Authorize acquisition of real property rights as required for the Project, encumbering real property situated in the County of Sonoma, California identified as follows: Silverado Sonoma Vineyards LLC, Assessor's Parcel Number 083-010-057; and Dermot and Darice Bourke, Assessor's Parcel Number 083-020-061, for public purposes for construction of the Projects.
  - (C) Authorize and direct County Counsel and the Water Agency's General Manager to take all necessary steps to obtain said real property rights in connection with the construction, maintenance, and continued operation of the Projects, including such steps which may be required to acquire the real property interests necessary for the Project through the exercise of eminent domain.
  - (D) Authorize the General Manager to execute Agreements, in lieu of litigation with the approval of County Counsel, as settlement for Purchase and Sale of Property Rights, and to accept grant and quitclaim deeds, with property owners for the Russian River-Cotati Intertie Pipeline Seismic Hazard Mitigation at Mark West Creek Crossing Project in substantially the form provided to the Board, provided that said settlement for all properties does not exceed \$163,500.
  - (E) Authorize the Sonoma County Auditor and Treasurer to issue and honor warrants for payment of acquisition prices under the agreements, in amounts no greater than the just compensation amounts set forth in this agenda item.

REGULAR CALENDAR (continued)

28. **10:00 A.M.** - Russian River-Cotati Intertie Pipeline Seismic Hazard Mitigation at Russian River Crossing Project – Hearing of Necessity
- (A) Conduct a public hearing and determine that the acquisition of real property for the Russian River-Cotati Intertie Pipeline Seismic Hazard Mitigation at the Russian River Crossing Project is necessary for public purposes that the Sonoma County Water Agency serves.
  - (B) Authorize acquisition of real property rights as required for the Project, encumbering real property situated in the County of Sonoma, California identified as follows: Silverado-Sonoma Vineyards LLC, Assessor’s Parcel Number 083-010-057 for public purposes for construction of the Project.
  - (C) Authorize and direct County Counsel and the Water Agency’s General Manager to take all necessary steps to obtain said real property rights in connection with the construction, maintenance, and continued operation of the Project, including such steps which may be required to acquire the real property interests necessary for the Project through the exercise of eminent domain.
  - (D) Authorize the General Manager to execute Agreements, in lieu of litigation with the approval of County Counsel, as settlement for Purchase and Sale of Property Rights and to accept grant and quitclaim deeds with property owners for the Project in substantially the form provided to the Board, provided that said settlement for all properties does not exceed \$160,500.
  - (E) Authorize the Sonoma County Auditor and Treasurer to issue and honor warrants for payment of acquisition prices under the agreements, in amounts no greater than the just compensation amounts set forth in this agenda item.

**UNIVERSITY OF CALIFORNIA COOPERATIVE EXTENSION**

29. Authorize the County Administrative Officer to execute the updated Local Agreement with the Regents of the University of California-Cooperative Extension for the Provision of the University of California Cooperative Extension Program in Sonoma County to be effective immediately upon execution through December 31, 2025.

**BOARD OF SUPERVISORS**

30. Request to approve a fee waiver of Department of Health Services fees in the amount of \$6,180 for the Windsor Unified School District Smarter Luncheons Program, to include the following activities:
- (A) Provide the Harvest of the Month fruit or vegetable in the District’s salad bars and/or lunch menu.
  - (B) Provide Harvest of the Month teacher education packets to connect nutrition education in the classroom to what is being served in the cafeteria.
  - (C) Conduct Harvest of the Month surveys with students at all school sites to assess changes in healthful eating attitudes and behaviors.
  - (D) Complete the Smarter Lunchroom Assessment at each school site in the district. Share the findings of the assessments at the school nutrition directors meeting convened by DHS.

REGULAR CALENDAR (continued)**31. PUBLIC COMMENT ON CLOSED SESSION ITEMS****IV. CLOSED SESSION CALENDAR**

32. The Board of Directors of the Sonoma County Agricultural Preservation and Open Space District will consider the following in closed session: Conference with Real Property Negotiators – Negotiators for the District: Bill Keene, General Manager; Negotiator for the Potential Landlord: Arlene Allsman, Building Owner. Direction to Real Property Negotiator regarding Long-term Lease of Existing Office Space 747 Mendocino Ave. Suite 100, Santa Rosa, CA 95401. (Government Code Section 54956.8)
33. The Board of Supervisors, The Board of Directors of the Sonoma County Water Agency, and The Board of Directors of the Agricultural Preservation and Open Space District will consider the following in closed session: Conference with Real Property Negotiator. Property: 117 acres located on or around 3313, 3322, 3323, 3325, 3333, and 3410 Chanate Road, and Belvedere Way, Santa Rosa, CA., APN No's: 180-090-001; 180-090-002; 173-130-038 (Belvedere Way); 180-090-003; 180-090-004; 180-090-005; 180-090-006; 180-100-001; 180-100-029; 180-090-016; 180-090-009; 180-090-010; 180-090-008; 180-090-007; 180-820-010 and 180-820-009. Negotiators: For County: Caroline Judy, General Services Director. For District: Bill Keene, Agricultural Preservation and Open Space District General Manager. For Agency: Grant Davis, Sonoma County Water Agency General Manager. For Potential Buyers: Prospective Proposers. Under Negotiation: Direction to Real Property Negotiators regarding the potential sale of County owned land along with potential open space uses of District and Agency owned land. (Government Code Section 54956.8.)
34. 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)).
35. The Board of Supervisors will consider the following in closed session: Public Employee Performance Evaluation. Title: Interim Director of Health Services. (Govt. Code Section (54957(b)(1))).
36. The Board of Directors of the Sonoma County Agricultural Preservation and Open Space District will consider the following in closed session: Conference with Real Property Negotiator, Negotiators for the District: William J. Keene, General Manager; Negotiators for the Landowner: Chris Kelly, Sustainable Conservation, Inc., - Real Property - 25255 Kelly Rd, Annapolis, Sonoma County, CA 95412 - Terms and Conditions for Public Access (Govt. Code §54956.8).

**V. REGULAR AFTERNOON CALENDAR**

37. **RECONVENE FROM CLOSED SESSION**

38. **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**

39. **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.)

**PERMIT AND RESOURCE MANAGEMENT**

40. **2:10 P.M.** – Conduct a public hearing and adopt an urgency ordinance amending the Accessory Dwelling Unit ordinance, establishing a Junior Accessory Dwelling Unit ordinance, and amending and establishing housing-related definitions.

**TRANSPORTATION AND PUBLIC WORKS**

41. **3:00 P.M.** - State Route 37 Transportation & Sea Level Rise Corridor Improvement Project – Accept informational report on the Project including the information on the unsolicited proposal received from United Bridge Partners to privatize the State Route 37 and construct a tolled facility improvement.

42. 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>)

43. **ADJOURNMENT**

**NOTE: The next meeting will be the Board Strategic Planning Retreat held on Tuesday, January 31, 2017. (819 Donahue Street, Santa Rosa 95401)**

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

**There are currently no noticed upcoming hearings.**





## County of Sonoma Agenda Item Summary Report

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

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

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

**Board Agenda Date:** January 24, 2017

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Karen Gaffney, 565-7344

**Supervisorial District(s):**

All

**Title:** Land Conservation Policy and Legislative Services Agreement

### **Recommended Actions:**

Authorize the General Manager of the Sonoma County Agricultural Preservation and Open Space District to execute a professional services agreement with Conservation Strategy Group, LLC, for the total amount of \$121,500 for a period of two calendar years.

### **Executive Summary:**

The Sonoma County Agricultural Preservation and Open Space District ("District") seeks to continue its legislative program by entering into a Professional Services Agreement with Conservation Strategy Group ("CSG") not to exceed \$121,500 for a two year term plus incidental expenses (\$5,000 per month fee) for work related to environmental and land conservation policy, funding, legislative research, and strategic support on issues that affect the District's mission.

Specifically, these services include securing and leveraging state funding for District projects and programs through state partnerships for conservation funding, influencing upcoming bonds for agricultural and natural resource conservation, and obtaining funding for mapping and planning efforts. CSG will actively participate in Sonoma County and California Climate Change Programs and facilitate state policy recommendations generated from District-led conservation initiatives like Healthy Lands & Healthy Economies, Climate Action Through Conservation and California Water Bond Measure. CSG will help facilitate the District's efforts to develop a competitive Regional Conservation Investment Strategy to attract regional funding for conservation projects in Sonoma County.

The District does not have the capacity to conduct this work in-house as it requires experienced representation at the State level and regular contact with State agencies and legislative committees. The District's State platform will continue to be coordinated with and included in the County's legislative platform, and because of the specialized nature of the work focused on conservation issues, is expected to substantially complement and leverage the County legislative platform. The District will continue to

coordinate closely with other County agencies to ensure complementary agendas and efficient use of resources.

**Discussion:**

**History**

Since 2008, the District has worked with firms with land conservation experience to establish a more active role in securing state-level conservation funding and representation on key environmental policy issues.

The focus of the legislative program during the first two years was to: 1) ensure exposure for the District at the state level, 2) provide leadership and expertise on key land conservation issues relative to Sonoma County, and 3) develop relationships with the Legislature and state agencies, in order to position the District to secure opportunities for state funding for its programs.

The following is a summary of the actions and outcomes related to the District's state legislative program to date:

- Development of the potential 2014 water bond – Conservation Strategy Group's ("CSG") involvement in the development of the bond resulted in a higher visibility of the need for funding for land acquisition and stewardship, as well as key conservation planning initiatives such as carbon sequestration mapping, climate adaptation/resiliency planning, and the economic value of conservation. Identification and securing of state funding sources (e.g., Wildlife Conservation Board and California Natural Resources Agency) for high-priority District land conservation projects - In the last year, CSG has been instrumental in supporting the District in meeting its goal to secure more than \$4 million in funding for at least two high-priority projects.
- Passage of AB 1962 [Chesbro, Statutes of 2010, Chapter 59] - This legislation authorizes a regional park or open space district to accept an irrevocable offer of dedication of an interest in real property from landowners. CSG and the District worked with Assemblymember Chesbro and other supportive organizations to achieve its passage.
- Identification of new funding solutions for the long-term financial viability of the Williamson Act program - CSG assisted the District in working with legislative leaders and land conservation advocates. As part of these ongoing discussions, the District is supporting policy proposals that will link agricultural land protection programs with implementation of California's climate change strategy including SB 375 [Steinberg, Statutes of 2008], AB 32 [Nunez, Statutes of 2006] and California's "Sustainable Communities" Program.
- The Parks Alliance for Sonoma County - In response to the 2011 announcement of pending State Park closures, CSG supported the District in organizing the Parks Alliance by coordinating meetings and communications with state advocacy groups, state agencies and local/regional legislators.

**Requested Action from the Board**

The Sonoma County Agricultural Preservation and Open Space District ("District") seeks to continue its legislative program by entering into a Professional Services Agreement with CSG for a \$5,000 per month fee for two years plus \$1,500 for incidental expenses for work related to environmental and land

conservation policy, funding, legislative research, and strategic support on issues that affect the District's mission. These include, but are not limited to:

- Securing and leveraging state funding for District projects and programs by:
  - developing and maintaining state partnerships for conservation funding
  - obtaining land acquisition and stewardship funding
  - influencing potential upcoming bonds to include agricultural and natural resource conservation
  - identifying and obtaining funding for mapping and planning (vegetation mapping, access to auction revenues via carbon sequestration, Williamson Act/agricultural lands)
  - securing increased funding for the economic valuation of conservation in Sonoma County
- Actively participating in Sonoma County and California Climate Change Programs, with a focus on:
  - implementation of AB 32 scoping plan and investment plan for cap and trade Allowance Revenues (e.g., seeking land conservation funding via auction revenues)
  - climate adaptation funding and demonstration projects focused on natural and agricultural lands (e.g., a green infrastructure approach to climate resiliency) local government innovation programs, including a close collaboration with Sonoma County Water Agency, Regional Climate Protection Authority, Sonoma County Transportation Authority and Sonoma County Regional Parks on projects such as Urban Footprint and SB 375 implementation
- Securing reliable state and local funding for protection and stewardship of park and open space lands in Sonoma County by:
  - Supporting legislation which provides funding for land acquisition (easement and fee) and land stewardship
  - Supporting state funding for integrated operations and management of state, regional and local park systems and open space lands
- Developing and implementing state policy recommendations resulting from District-led and other conservation initiatives (e.g., District Comprehensive Plan, Climate Action Through Conservation, Healthy Lands & Healthy Economies, California Water Bond Measure, etc.) by:
  - Creating and supporting new financial and legal incentives for conservation of agricultural and open space lands (i.e. climate change benefits)
  - Developing a pilot program built on the Williamson Act model that factors in and rewards farm and ranch land contributions to SB 375 and AB 32 goals
  - Coordinating and expanding Sonoma Climate Action Through Conservation project with Transportation Coalition for Sustainable Communities/Urban Footprint effort
  - Wildlife Corridors and Crossing Policy to create state policy and funding sources to help prioritize the protection of important wildlife corridors
  - Endowment Investment research in the legislature and provide political advice to explore options for additional flexibility in the Stewardship Reserve Fund that provide a better rate of return in order to perpetually maintain District funding for ongoing operations.

- Support the District’s efforts in developing a competitive Regional Conservation Investment Strategy to draw funding to regionally oriented conservation projects:
  - In 2016, the California Legislature passed AB 2087 [Levine], which provides the legal authority for the creation of advanced mitigation credits based on Regional Conservation Investment Strategies (RCIS) approved by the Department of Fish and Wildlife. These conservation strategies can be used to guide investments in resource conservation, guide infrastructure design and siting, identify conservation priorities, including those needed to address climate change, and identify potential mitigation for impacts to wildlife and habitat.
  - CSG will work with and advise the District about ways to incorporate RCIS requirements into current planning efforts which the District is already working on. CSG will also keep the District updated on RCIS efforts around the state.

The District does not have the capacity to conduct this work in-house as it requires experienced representation at the State level and regular contact with State agencies and legislative committees. The District’s State platform will continue to be coordinated with and included in the County’s legislative platform, and because of the specialized nature of the work focused on conservation issues, is expected to substantially complement and leverage the County legislative platform. The District will continue to coordinate closely with other County agencies to ensure complementary agendas and efficient use of resources.

All work under this Agreement will be initiated by District staff through the Conservation Planning program. Specific details of each work assignment will be determined during contract initiation and regularly updated and approved in writing as new legislation and funding opportunities arise.

The District is requesting Board approval for an agreement not to exceed \$121,500 for a two year term plus incidental expenses.

### **Competitive Selection Process**

The District conducted a Request for Proposal (RFP) process in September 2013 to identify and screen qualified contractors for the work described above, consistent with County procurement practices. The RFP entitled “Environmental Policy and Land Conservation Legislative Services” was sent to ten firms, and was advertised on the District and County websites. Six candidates submitted proposals. Using established, peer-reviewed selection criteria, an internal committee of District staff reviewed all of the proposals, scored each according to the pre-established criteria, and selected the top ranked firm capable of satisfying the services needed by the District. Criteria included demonstrated ability to secure state funding, experience in conservation sector, clear connection to legislative branch in Sacramento, relationships and knowledge of state agencies, demonstrated knowledge of Sonoma County resource conservation and land protection issues, and reasonable cost and retainer fees. CSG submitted a professional and responsive proposal that clearly addressed the needs of the District, documented relevant experience, and thoughtfully responded to all the elements described in the RFP. After the term of this agreement, future District legislative consulting needs would be identified by conducting a new RFP process.

**Background: Conservation Strategy Group**

CSG has specialized capacity related to land conservation organizations such as the Sonoma County Agricultural Preservation and Open Space District— representing hundreds of private and public sector groups statewide, and garnering hundreds of millions in funding for conservation. CSG wrote key elements of Proposition 50 and Proposition 84, which resulted in millions of dollars for Sonoma County open space, water management and parks programs. CSG’s work on behalf of the Sonoma County Water Agency is closely coordinated with its work on behalf of the District, allowing both entities to avoid replication and gain economies of scale. CSG’s skills will leverage, contribute to, and coordinate with the county legislative program and focus on land conservation funding on behalf of the District.

**Consistency with Board Direction**

The 2014-16 legislative objectives listed above are consistent with previous Board direction and Board approved documents, including the District’s Three Year Work Plan (2012-2015), the District’s Strategic Plan, the District’s Fee Lands Strategy and the District’s Acquisition Plan.

**Prior Board Actions:**

- February 11, 2014: Board of Directors authorized the General Manager to execute a three-year service agreement with CSG to provide legislative services on the local and State levels.
- October 15, 2012: Board of Directors authorized the General Manager to execute a one-year agreement with CSG for \$60,000 to continue legislative advocacy services until September 30, 2013.
- January 24, 2012: Board of Directors approved and authorized its President to sign the Assignment and Consent Agreement, consenting to assignment between the Law Offices of John McCaull and CSG.
- September 27, 2011: Board of Directors authorized the General Manager to execute a second amended agreement with the Law Offices of John McCaull in the amount of \$60,000 for a total of \$205,000 through September 30, 2012.

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

By attracting additional outside state and local funding, the District will be capable of leveraging its funding to support more land conservation in Sonoma County and encourage greater investment from private funders and foundations.

<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	\$30,500	\$60,500	\$30,500
Additional Appropriation Requested			
<b>Total Expenditures</b>	<b>\$30,500</b>	<b>\$60,500</b>	<b>\$30,500</b>
General Fund/WA GF			
State/Federal			
Fees/Other	\$30,500	\$60,500	\$30,500
Use of Fund Balance			
Contingencies			
<b>Total Sources</b>	<b>\$30,500</b>	<b>\$60,500</b>	<b>\$30,500</b>
<b>Narrative Explanation of Fiscal Impacts:</b>			
This expense is budgeted in the District's FY 16/17 budget and will be budgeted for the FY 17/18 for a total contract amount of \$121,500 over two calendar years. The funding source is sales tax revenue.			
<b>Staffing Impacts</b>			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
<b>Attachments:</b>			
1. Agreement between Sonoma County Agricultural Preservation and Open Space District and Conservation Strategy Group L.L.C.			
<b>Related Items "On File" with the Clerk of the Board:</b>			

AGREEMENT FOR CONSULTING SERVICES

This agreement ("Agreement"), effective upon the date of execution ("Effective Date") is by and between the Sonoma County Agricultural Preservation and Open Space District, a California special district (hereinafter "District"), and Conservation Strategy Group LLC, a California limited liability company (hereinafter "Consultant").

RECITALS

WHEREAS, Consultant represents that it is a duly qualified consulting firm, experienced in the land conservation, state funding, and legislative services and related services; and

WHEREAS, in the judgment of the District General Manager, it is necessary and desirable to employ the services of Consultant for assistance in identifying new opportunities to secure additional state and national funding.

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

AGREEMENT

I. Scope of Services.

1.1 Consultant's Specified Services.

Consultant shall perform the services described in Exhibit "A," attached hereto and incorporated herein by this reference (hereinafter "Scope of Work"), and within the times or by the dates provided for in Exhibit "A" and pursuant to Article 7, Prosecution of Work. In the event of a conflict between the body of this Agreement and Exhibit "A", the provisions in the body of this Agreement shall control.

1.2 Cooperation with District. Consultant shall cooperate with District and District staff in the performance of all work hereunder. Consultant shall coordinate the work with the District's Project Lead, per the contact information and mailing addresses below:

DISTRICT PROJECT LEAD	CONSULTANT
Name: Karen Gaffney	Name: Tasha Newman
Address: 747 Mendocino Avenue Santa Rosa, CA 95401	Address: 1100 11 <sup>th</sup> Street – 5 <sup>th</sup> Floor Sacramento, CA 95814
Phone: 707-565-7344	Phone: 916-669-4789
FAX: 707-565-7359	FAX:
Email: <a href="mailto:karen.gaffney@sonoma-county.org">karen.gaffney@sonoma-county.org</a>	Email: <a href="mailto:tasha@csgcalifornia.com">tasha@csgcalifornia.com</a>

**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. District 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 District shall not operate as a waiver or release. If District determines that any of Consultant's work is not in accordance with such level of competency and standard of care, District, in its sole discretion, shall have the right to do any or all of the following: (a) require Consultant to meet with District 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 District, 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 District.
- 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 District to be key personnel whose services were a material inducement to District to enter into this Agreement, and without whose services District 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 District.
- 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.**

Unless otherwise noted in this Agreement, payments shall be made within the normal course of District business after presentation of an invoice in a form approved by the District for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by the District.



Pursuant to California Revenue and Taxation code (R&TC) Section 18662, the District 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, District 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 District requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, the Consultant agrees to promptly notify the District of any changes in the facts. Forms should be sent to the District pursuant to Article 12. To reduce the amount withheld, Consultant has the option to provide District with either a full or partial waiver from the State of California.

3. Term of Agreement. The term of this Agreement shall be from date of execution to January 31, 2019, unless terminated earlier in accordance with the provisions of Article 4 below.

4. Termination.

4.1 Termination Without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, District 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, District 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 District all reports, original drawings, graphics, plans, studies, and other data or documents, in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement and shall submit to District 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 District, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered

and reimbursable expenses properly incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total payment; provided, however, that if services which have been satisfactorily rendered are to be paid on a per-hour or per-day basis, Consultant shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to the termination times the applicable hourly or daily rate; and further provided, however, that if District terminates the Agreement for cause pursuant to Section 4.2, District shall deduct from such amount the amount of damage, if any, sustained by District by virtue of the breach of the Agreement by Consultant.

4.5 Authority to Terminate. The Board of Directors has the authority to terminate this Agreement on behalf of the District. In addition, the District General Manager, in consultation with District Counsel, shall have the authority to terminate this Agreement on behalf of the District.

5. Indemnification. Consultant agrees to accept all responsibility for loss or damage to any person or entity, including District, and to indemnify, hold harmless, and release District, 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 District based upon a claim relating to such Consultant's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Consultant's obligations under this Section apply whether or not there is concurrent or contributory negligence on District's part, but to the extent required by law, excluding liability due to District's conduct. District 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 B, which is attached hereto and incorporated herein by this reference.

7. Prosecution of Work. The execution of this Agreement shall constitute Consultant's authority to proceed immediately with the performance of this Agreement. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Consultant's performance of this Agreement

shall be extended by a number of days equal to the number of days Consultant has been delayed.

8. Extra or Changed Work. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Minor changes, which do not increase the amount paid under the Agreement, and which do not significantly change the scope of work or significantly lengthen time schedules may be executed by the General Manager in a form approved by District Counsel. The Board of Directors must authorize all other extra or changed work. The parties expressly recognize that, pursuant to Sonoma County Code Section 1-11, District 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 District.

9. Representations of Consultant.

9.1 Standard of Care. District 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 District 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 District and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits District provides its employees. In the event District 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 District 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

District is audited for compliance regarding any withholding or other applicable taxes, Consultant agrees to furnish District 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 District 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 District, 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 District disclosing Consultant's or such other person's financial interests.

9.6 Statutory Compliance/Living Wage Ordinance. Consultant agrees to comply, and to ensure compliance by its subconsultants or subcontractors, with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the District 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.

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, religious creed, belief or grooming, sex (including sexual orientation, gender identity, gender expression, transgender, pregnancy, childbirth, medical conditions related to pregnancy, childbirth or breast feeding), marital status, age, medical condition, physical or mental disability, genetic information, military or veteran status, or any other legally protected category or prohibited basis, including without limitation, the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

9.8 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 District 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 District 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 District may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of District. 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 District.

9.10 Ownership of Work Product. All reports, drawings, graphics, plans, and studies, in their final form and format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement, shall be the property of District. Consultant shall deliver such materials to District upon request in their final form and format. Such materials shall be and will remain the property of District without restriction or limitation. Document drafts, notes, and emails of the Consultant and Consultant's subcontractors, consultants, and other agents shall remain the property of those persons or entities.

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 District's right to terminate this Agreement pursuant to Article 4.



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 District 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 District 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 District of Sonoma.

13.6 Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

13.7 Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. Each Party acknowledges that, in entering into this Agreement, it has not relied on any representation or undertaking, whether oral or in writing, other than those which are expressly set forth in this Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

13.8. Survival of Terms. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

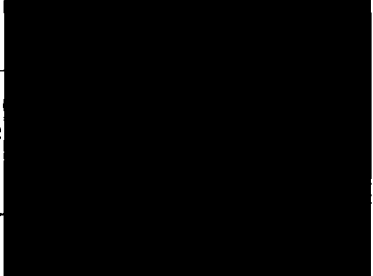
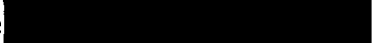
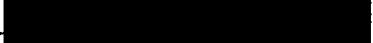
13.9 Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

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

CONSULTANT:

SONOMA COUNTY AGRICULTURAL  
PRESERVATION & OPEN SPACE DISTRICT

Conservation Strategy Group LLC

By:   
Name:   
Title:   
Date: 1/3/17

By: \_\_\_\_\_  
William J. Keene, General Manager


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

APPROVED AS TO SUBSTANCE FOR DISTRICT:

By:   
Kim Batchelder, Associate Planner

Date: 1/3/17

CERTIFICATES OF INSURANCE ON FILE WITH  
AND APPROVED AS TO SUBSTANCE  
FOR DISTRICT:

By:   
Sue Jackson, Administrative Aide

Date: 1/3/17



## EXHIBIT A

**CSG Scope of Services 2017-2019:**

Building upon the strong advocacy platform that Sonoma County Agricultural Preservation and Open Space District (District) and Conservation Strategy Group (CSG) has already established, CSG will work with District staff and partners to provide strategic support, advocacy services, and funding assistance in order to help the District achieve its core mission and goals. CSG will focus on several primary areas of engagement, as described below; however, our scope will not be limited to these areas, CSG will work closely with the District to further refine our objectives on an as needed basis.

CSG will focus on the following priorities for the District:

- State funding for District projects
- New state funding for natural resources (Water bonds, Park bonds, etc.)
- Regional Conservation Investment Strategies
- Wildlife Corridors and Crossings policy
- Climate Change/Cap-and-Trade policy
- Endowment Investments

**Secure State Funding for District Projects and Programs:**

CSG will work with the District to identify, advocate, and secure state funding for District projects. CSG works closely with state agencies and is constantly monitoring the status and availability of state funding for conservation. Although the Wildlife Conservation Board (WCB) and the State Coastal Conservancy (SCC) have slowed down some of their spending, these agencies still have millions of dollars in bond funds available for projects such as agricultural land and open space protection, habitat restoration, and public access. CSG will help the District leverage its local funding by working to obtain grants from WCB, SCC and other public funding sources.

In addition, CSG will advocate for continued Cap-and-Trade Auction Revenue to be allocated to the Sustainable Agricultural Lands Conservation Program (SALCP). Cap-and-Trade Auction Revenue varies from year to year and continued funding for SALCP requires ongoing advocacy efforts.

**Work on the development of new State funding sources for natural resources projects:**

The 2017 Legislative Session opened with two parks bonds being introduced - one in the Senate and one in the Assembly. The Senate's proposal is a \$3 billion measure for parks and natural resources, (SB 5, de Leon), which is part of a larger \$15 billion

infrastructure improvement package that includes funding for roads, housing and investment in clean transportation infrastructure. The Assembly's proposal is a stand-alone \$3 billion park bond (**AB 18**, E. Garcia), The California Clean Water, Climate and Coastal Protection and Outdoor Access for All Act of 2018.

As we have seen with previous legislative bond proposals, there will be ongoing negotiations about programs and funding amounts contained in these measures. CSG will actively engage in the legislative processes to help support these bond efforts and work to ensure that programs that will benefit the District are included in these bonds. In the coming year, we will likely see an effort to create a citizens initiative that will address water and natural resources needs in the state. CSG is involved in discussions with proponents of this initiative and will work to include the District in the development of this measure.

### **Regional Conservation Investment Strategies:**

In 2016, the California Legislature passed Assembly Bill 2087 (Levine), which provides the legal authority for the creation of advanced mitigation credits based on Regional Conservation Investment Strategies approved by the Department of Fish and Wildlife. These conservation strategies can be used to guide investments in resource conservation, guide infrastructure design and siting, identify conservation priorities, including those needed to address climate change, and identify potential mitigation for impacts to wildlife and habitat.

Regional Conservation Investment Strategies (RCIS) can be developed by any public agency if a state agency agrees that the strategy would contribute to meeting state goals related to (1) conservation and (2) infrastructure or forest management. Mitigation credit agreements, based on an approved RCIS, would provide a way to link mitigation to larger conservation goals and reduce the transaction costs and time required to meet mitigation requirements.

Regional advanced mitigation programs (RAMP) have been a goal of the conservation community for years in order to improve the conservation value and effectiveness of project mitigation. AB 2087 provides a means to achieve this goal.

CSG will work with and advise the District about ways to incorporate RCIS requirements into current planning efforts which the District is already working on. CSG will also keep the District updated on RCIS efforts around the state.

### **Wildlife Corridors and Crossing Policy:**

In the upcoming legislative session, CSG anticipates that discussions on wildlife corridors and wildlife crossings will continue with the potential for statewide policy proposals. Over the past couple of years there has been increased efforts to create state policy and funding sources to help prioritize the protection of important wildlife corridors. These issues are a high priority for the District and CSG will continue to work

proactively to develop successful proposals individually and as part of broader coalitions.

### **Climate Change Policy and Funding:**

Climate change continues to be a high policy priority for the Legislature, the Governor and his Administration. This past year saw the passage of major climate change policy in the enactment of a package legislation, SB 32 (Pavley) and AB 197 (Garcia), that established new greenhouse gas (GHG) emission reduction targets for 2030; however, this legislative package did not extend the state's Cap-and-Trade program. CSG anticipates that legislation to extend the Cap-and-Trade program will be introduced in the 2017 legislative session and CSG will work to involve the District in the development of this measure.

The resulting revenue from the Cap-and-Trade program funds programs that protect and enhance natural resources, including SALCP (described above), Healthy Forests Program at CALFIRE and others. These programs continue to be refined and expanded to maximize climate benefits that can be realized from natural and working lands. The revenue from Cap-and Trade is variable from year-to-year depending on the success of the auctions of emission allowances. The auctions in 2016 performed poorly compared to previous years and available funding for 2017 will be limited. Accordingly, CSG will engage in the Legislature's budget process to advocate for natural resource programs, especially SALCP and Healthy Forests Program, to receive allocations of auction revenue.

### **Endowment Investment Research:**

In order to fulfill its mission, the District requires adequate funding for stewarding the lands it holds in fee title and lands with conservation easements, related legal protections, and other necessary tasks for managing District lands in perpetuity. The District's long term ability to acquire new properties, while still providing the reserve needed to support monitoring and administrative activities in perpetuity are necessarily tied to the District's ability to have flexibility within its Stewardship Reserve Fund.

As the District continues to explore options for additional flexibility in the Stewardship Reserve Fund that provide a better rate of return in order to perpetually maintain funding for ongoing operations, CSG will aid with research in the legislature and provide political advice for achieving the District's objective.

### **CSG Reports:**

In addition to the services outlined above, CSG will provide the District with a variety of reports to keep staff updated on important issues.

- The CSG Weekly Conservation Update, distributed each Monday, includes information on recent and upcoming legislative actions, recent and upcoming state agency actions, recent gubernatorial and legislative appointments, updates on activity related to various funding programs, information on special events and recent news clips.
- CSG also sends out in depth notices on special legislative and administrative actions as they occur, including: legislative actions and hearings; state budget actions and hearings; information on funding program guidelines and workshops; gubernatorial and legislative appointments; and the activity of state agencies including the Natural Resources Agency, Department of Water Resources, Wildlife Conservation Board, State Coastal Conservancy, Department of Fish and Wildlife, State Water Resources Control Board, Department of Conservation, Department of Parks and Recreation, California Air Resources Board, and others.
- CSG will provide the District with a monthly summary of services provided.

**Cost of Service:**

CSG will provide strategic consulting and advocacy services to the District for a monthly retainer of \$5,000 for a period of two years not to exceed \$120,000, with reimbursement for pre-approved expenses not to exceed \$1,500.

## Sonoma County Agricultural Preservation and Open Space District Contract Insurance Requirements

**Exhibit B**

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.

District reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

**1. Workers Compensation and Employers Liability Insurance**

- a. Required if Consultant has employees.
- b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers Liability with limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. Required Evidence of Insurance: Certificate of Insurance.

If Consultant currently has no employees, Consultant agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should any employees be engaged during the term of this Agreement or any extensions of the term.

**2. General Liability Insurance**

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Umbrella Liability Insurance. If Consultant maintains higher limits than the specified minimum limits, District 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 District. Consultant is responsible for any deductible or self-insured retention and shall fund it upon District's written request, regardless of whether Consultant has a claim against the insurance or is named as a party in any action involving the District.
- d. Sonoma County Agricultural Preservation and Open Space District, its officers,

1044 – Conservation Strategy Group, Template #5 Professional Liability Insurance Required – Corporations, Partnerships, Limited Liability Companies and Other Organizations, Ver. 1.24.13

## Sonoma County Agricultural Preservation and Open Space District Contract Insurance Requirements

agents, and employees shall be additional insureds for liability arising out of operations by or on behalf of the Consultant in the performance of this agreement.

- e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- f. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in ISO form CG 00 01, or equivalent).
- g. The policy shall cover inter-insured suits between District and Consultant and include a "separation of insureds" or "severability" clause which treats each insured separately.
- h. Required Evidence of Insurance:
  - i. Copy of the additional insured endorsement or policy language granting additional insured status; and
  - ii. Certificate of Insurance.

### 3. Automobile Liability Insurance

- a. Minimum Limits: \$1,000,000 combined single limit per accident.
- b. Insurance shall apply to all owned autos. If Consultant currently owns no autos, Consultant agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
- c. Insurance shall apply to hired and non-owned autos.
- d. Required Evidence of Coverage: Certificate of Insurance.

### 4. Professional Liability/Errors and Omissions Insurance

- a. Minimum Limit: \$1,000,000 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 District.
- 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 Coverage: Certificate of Insurance.

### 5. Standards for Insurance Companies

Insurers shall have an A.M. Best's rating of at least A:VII.

## Sonoma County Agricultural Preservation and Open Space District Contract Insurance Requirements

**6. Documentation**

- a. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Consultant agrees to maintain current Evidence of Insurance on file with District for the entire term of this Agreement and any additional periods if specified in Sections 1 – 4 above.
- b. The name and address for Additional Insured endorsements and Certificates of Insurance is: Sonoma County Agricultural Preservation and Open Space District, 747 Mendocino Avenue, Santa Rosa, CA 95401.
- c. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- d. Consultant shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- e. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

**7. Policy Obligations**

Consultant's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

**8. Material Breach**

If Consultant fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. District, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, District may purchase the required insurance, and without further notice to Consultant, District may deduct from sums due to Consultant any premium costs advanced by District for such insurance. These remedies shall be in addition to any other remedies available to District.





POLICY NUMBER: BNVP007817-03

COMMERCIAL GENERAL LIABILITY  
CG 20 10 07 04

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
<p>Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement, effected prior to the date your operations for that person or organization commenced, that such person or organization be added as an additional insured on your policy.</p>	<p>In respect to any location where the named insured is performing "your work".</p>

Information required to complete this Schedule, if not shown, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRIMARY/NON-CONTRIBUTORY COVERAGE**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART  
CONTRACTORS POLLUTION LIABILITY COVERAGE PART  
TRANSPORTATION POLLUTION LIABILITY COVERAGE PART**

PRIMARY/NON-CONTRIBUTORY – If required by written contract or agreement, effected prior to the date your operations for that person or organization commenced and named below, such insurance as is afforded by this policy to any additional Insureds under this policy shall be primary Insurance, and any Insurance or self-Insurance maintained by such additional Insured(s) shall not contribute to the insurance afforded to the named insured.

All other terms and conditions remain unchanged.

**SCHEDULE**

Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement, effected prior to the date your operations for that person or organization commenced, that such person or organization be added as an additional insured on your policy.



## 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:** Successor Agency for the Sonoma County Community Redevelopment Agency

**Board Agenda Date:** January 24, 2017

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

John D. Haig, Jr., 565-7508

**Supervisorial District(s):**

1<sup>st</sup> & 5<sup>th</sup>

**Title:** Redevelopment Dissolution – Recognized Obligation Payment Schedule

### **Recommended Actions:**

Adopt resolution of the governing Board of the Successor Agency for the Sonoma County Community Redevelopment Agency, approving the Recognized Obligation Payment Schedule for the period July 1, 2017 to June 30, 2018.

### **Executive Summary:**

The Successor Agency for the Sonoma County Community Redevelopment Agency is required to submit a **Recognized Obligation Payment Schedule (Schedule)** annually to the State Department of Finance. The Schedule FY 17-18 must be submitted to the State by February 1, 2017, and must be approved by the Board of the Successor Agency for the Sonoma County Community Redevelopment Agency and the Successor Agency Oversight Board prior to submittal to the State. Approving the Schedule allows the Successor Agency to draw funds from the State to meet obligations remaining from our Redevelopment project areas, including the Highway 12 improvement project, the redevelopment of the Roseland Village Neighborhood Center, and the repayment of the Springs Redevelopment Bonds.

### **Discussion:**

As of February 1, 2012, the Redevelopment Dissolution Act required that the Successor Agency for the Sonoma County Community Redevelopment Agency prepare a Recognized Obligation Payment Schedule (Schedule) every six months. Commencing with the Schedule covering the period from July 1, 2016 to June 30, 2017, the Schedule must be submitted annually until all obligations of the former Redevelopment Agency are fully satisfied. The Schedule is a list of all the outstanding expenses that must be paid by the Successor Agency to complete the former Redevelopment Agency's work that was in progress at the time of dissolution. These expenses are paid from remaining Redevelopment Agency bond proceeds and other cash balances held by the Successor Agency, and biennial property tax receipts available through the **Redevelopment Property Tax Trust Fund (Fund)** until all obligations are paid. Prior to becoming effective, each Schedule must be approved by the Oversight Board that was established to oversee the unwinding of the former Redevelopment Agency's assets and obligations, and by the State Department of Finance (Finance).

The first ten Schedules, covering the periods ending June 30, 2012 through June 30, 2017 were approved by your Board and adopted by the Successor Agency Oversight Board.

The Schedule for the period from July 1, 2017 to June 30, 2018 (FY 17-18) must be approved and submitted to Finance no later than February 1, 2017. Staff has prepared the attached draft Schedule listing estimates of all anticipated resources and expenses for the Successor Agency for the period of July 1, 2017 to June 30, 2018. The major redevelopment projects remaining to be completed and listed on Schedule 17-18 are the Roseland Village public improvements project and the Highway 12 improvements. Operating expenses of the Successor Agency are also listed on the Schedule.

As shown on the attached Schedule, a total of \$11,045,314 is being requested which covers \$5,462,212 for the Roseland Village Redevelopment project, \$3,012,752 for the Highway 12 Phase 2 Part 2 project, and \$1,113,100 for the 2008 Springs Tax Allocation Bonds. The Successor Agency is requesting the \$250,000 available under State law for administrative expenses. However, because project expenses have priority over administrative expenses, it is anticipated we will receive some lesser amount of funding, in an amount to be determined.

Roseland Village continues on its redevelopment path, with negotiations on a Development and Disposition agreement for the property with MidPen Housing nearing completion, which is expected this year, and construction of the public plaza envisioned for the property occurring in 2018. The process of redevelopment of the property will continue through planning and construction, until at least 2019. The Springs Highway 12 improvement project is substantially completed, and work has commenced on final project punch-list items and on parking mitigation to address the loss of street parking associated to street improvements and widening. These initiatives will continue through 2018. Finally, the repayment of the Springs redevelopment bonds will continue through 2034, and a Schedule will be required each year until that time for purposes of drawing funds to make the bond payments.

After approval by your Board, the Schedule for FY 17-18 will be submitted to the Oversight Board for approval, and to the Finance for review and approval.

**Prior Board Actions:**

01/26/16 - Approved Recognized Obligation Payment Schedule for July 1, 2016 – June 30, 2017.  
09/22/15 - Approved Recognized Obligation Payment Schedule for January 1 – June 30, 2016.  
02/10/15 - Approved Recognized Obligation Payment Schedule for July 1 – December 31, 2015.  
09/16/14 - Approved Recognized Obligation Payment Schedule for January 1 – June 30, 2015.  
02/25/14 - Approved Recognized Obligation Payment Schedule for July 1 – December 31, 2014.  
09/17/13 - Approved Recognized Obligation Payment Schedule for January 1 – June 30, 2014.  
02/05/13 - Approved Recognized Obligation Payment Schedule for July 1 – December 31, 2013.  
08/14/12 - Approved Recognized Obligation Payment Schedule for January 1 – June 30, 2013.  
04/24/12 - Approved Recognized Obligation Payment Schedule for July 1 – December 31, 2012.  
02/28/12 - Approved Recognized Obligation Payment Schedule for January 1 – June 30, 2012.

**Strategic Plan Alignment**      Not Applicable

The Successor Agency is a separate legal entity established solely to wind up the affairs of the former Redevelopment Agency.

<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>Financial calculations are provided in Attachment 2 using the template and methodology prescribed by California's Department of Finance. This action is administrative in nature with no impacts to County general fund or other discretionary budgets. The Redevelopment Dissolution Act requires Successor Agencies to prepare a Recognized Obligation Payment Schedule for each six-month period beginning January 1, 2012, then each Fiscal Year beginning July 1, 2016, until all enforceable obligations of the former Redevelopment Agency are fully satisfied. After approval by the State Department of Finance, the Schedule allows the Successor Agency to expend funds for the listed obligations. Obligations will be paid using cash on hand, bond proceeds, or revenues from the Redevelopment Property Tax Trust Fund; no general funds will be used to prepare the Schedule or to pay obligations listed on the Schedule. See attached for detail.</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>			
<ol style="list-style-type: none"> <li>1. Resolution</li> <li>2. Recognized Obligation Payment Schedule for July 1, 2017 through June 30, 2018</li> </ol>			

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



County of Sonoma  
State of California

Date: January 24, 2017

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

4/5 Vote Required

**Resolution Of The Governing Board Of The Successor Agency For The Sonoma County  
Community Redevelopment Agency ("Successor Agency"), Approving The Recognized  
Obligation Payment Schedule For July 1, 2017 through June 30, 2018**

**Whereas**, the California Legislature adopted and the Governor signed into law ABx1 26 and AB 1484 (collectively referred to herein as the "Dissolution Act") to dissolve all redevelopment agencies in the State of California; and

**Whereas**, under the Dissolution Act all California redevelopment agencies, including the Sonoma County Community Redevelopment Agency (the "Redevelopment Agency"), were dissolved on February 1, 2012; and

**Whereas**, on January 10, 2012, the Sonoma County Board of Supervisors ("County Board") adopted a resolution accepting for the County the role of Successor Agency to the Redevelopment Agency ("Successor Agency"); and

**Whereas**, under the Dissolution Act, the Successor Agency must prepare a "Recognized Obligation Payment Schedule" ("ROPS") that enumerates the enforceable obligations and expenses of the Successor Agency for successive six-month periods beginning January 1, 2012, and successive fiscal year periods beginning July 1, 2016, which must be (a) approved by the Oversight Board for the Successor Agency, (b) submitted to the County Auditor-Controller, County Administrator, State Controller's Office, and State Department of Finance, and (c) posted on the Successor Agency's website; and

**Whereas**, the Successor Agency and the Oversight Board have previously approved and adopted the ROPS for the periods ending June 2012, December 2012, June 2013, December 2013, June 2014, December 2014, June 2015, December 2015, June 2016, and June 2017; and

**Whereas**, the State Department of Finance has approved the ROPS for the periods ending June 2012, December 2012, June 2013, December 2013, June 2014, December 2014, June 2015, December 2015, June 2016, and June 2017 with the exception of certain disqualified items; and



**Whereas**, the Successor Agency filed litigation challenging the disqualification of certain items by the Department of Finance, which resulted in a Court of Appeal decision and a later settlement with the Department of Finance, and under the settlement, the previously disqualified items may be listed by the Successor Agency beginning with the ROPS covering January to June 2016 and will be treated by the Department of Finance as valid enforceable obligations; and

**Whereas**, the Successor Agency must prepare, and the Oversight Board must adopt and submit, an eleventh ROPS covering the fiscal year period ending June 30, 2018, no later than February 1, 2017.

**Now, Therefore, Be It Resolved** that the governing Board of the Successor Agency for the Sonoma County Community Redevelopment Agency hereby finds, determines, and resolves as follows:

1. The foregoing recitals are true and correct.
2. The Board hereby approves the Recognized Obligation Payment Schedule for the Successor Agency covering the period from July 1, 2017 through June 30, 2018, as presented to this Board, and authorizes and directs the Executive Director of the Sonoma County Community Development Commission, on behalf of the Successor Agency, to take all necessary actions under the Dissolution Act with respect to submitting the Recognized Obligation Payment Schedule in the mandated format to the Oversight Board, County Auditor-Controller, County Administrator, State Controller, and the State Department of Finance.

**Supervisors:**

Gorin:                      Rabbitt:                      Zane:                      Gore:                      Hopkins:

Ayes:                      Noes:                      Absent:                      Abstain:

**So Ordered.**



**Recognized Obligation Payment Schedule (ROPS 17-18) - Summary**

Filed for the July 1, 2017 through June 30, 2018 Period

Successor Agency: Sonoma County  
 County: Sonoma

<b>Current Period Requested Funding for Enforceable Obligations (ROPS Detail)</b>		<b>17-18A Total (July - December)</b>	<b>17-18B Total (January - June)</b>	<b>ROPS 17-18 Total</b>
<b>A</b>	<b>Enforceable Obligations Funded as Follows (B+C+D):</b>	<b>\$ 4,874,475</b>	<b>\$ -</b>	<b>\$ 4,874,475</b>
B	Bond Proceeds	-	-	-
C	Reserve Balance	4,700,760	-	4,700,760
D	Other Funds	173,715	-	173,715
<b>E</b>	<b>Redevelopment Property Tax Trust Fund (RPTTF) (F+G):</b>	<b>\$ 4,734,583</b>	<b>\$ 1,436,259</b>	<b>\$ 6,170,842</b>
F	RPTTF	4,609,583	1,311,259	5,920,842
G	Administrative RPTTF	125,000	125,000	250,000
<b>H</b>	<b>Current Period Enforceable Obligations (A+E):</b>	<b>\$ 9,609,058</b>	<b>\$ 1,436,259</b>	<b>\$ 11,045,317</b>

Certification of Oversight Board Chairman:

Pursuant to Section 34177 (o) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named successor agency.

_____ Name	_____ Title
/s/ _____ Signature	_____ Date





**Sonoma County Recognized Obligation Payment Schedule (ROPS 17-18) - Notes July 1, 2017 through June 30, 2018**

Item #	Notes/Comments
Lines 100 and 101	Other Funds and Accounts balances retained pursuant to the Successor Agency's Due Diligence Review are being used for this work.
Lines 107, 108, 110, 119	Agreement amended to extend termination date for this continuing obligation.
Line 100	Pursuant to trial and appellate court rulings and the subsequent Settlement Agreement entered into between the Department of Finance and the Successor Agency, the Roseland Village Agreement reentered into by the Successor Agency with the County of Sonoma is recognized as enforceable obligations. The project progress and related timing of expenditures is unsure, so the total remaining contract amount is being reported in period 17-18A. If it is not spent in period 17-18A, the remainder of the contract will be moved to period 17-18B for expenditures in that period.
Line 101	Pursuant to trial and appellate court rulings and the subsequent Settlement Agreement entered into between the Department of Finance and the Successor Agency, the Highway 12 Agreement reentered into by the Successor Agency with the County of Sonoma are recognized as enforceable obligations. The project progress and related timing of expenditures is unsure, so the majority of the remaining contract amount is being reported in period 17-18A. If it is not spent in period 17-18A, the remainder of the contract will be moved to period 17-18B for expenditures in that period.
Line 120	Non-Admin RPTTF for administration costs of the Sonoma County Housing Authority for Housing Successor Agency admin as authorized per AB471.



## County of Sonoma Agenda Item Summary Report

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

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

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

**Board Agenda Date:** January 24, 2017

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Sharina Arevalos 547-1912

**Supervisorial District(s):**

Fourth

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

### **Recommended Actions:**

1. Authorize the General Manager to execute agreements for acquisition of real property rights (License Agreements) for ingress and egress in connection with the Dry Creek Habitat Enhancement Demonstration Project.
2. Authorize the General Manager to execute any other documents necessary to close the transaction, following review and approval of County Counsel as to form, and to pay any other ancillary costs, necessary to close the transactions.

### **Executive Summary:**

Ingress and egress to and from the easement area upon the Wallace and Dry Creek Vineyards properties is required by the Water Agency to facilitate the Water Agency's ongoing maintenance and effectiveness monitoring activities that are required as part of the activities that have been agreed to with the National Marine Fisheries Service and other regulatory agencies in connection with the Dry Creek Habitat Enhancement Demonstration Project (Project).

This item requests the General Manager to execute agreements for acquisition of real property rights (License Agreements) with Don and Kim Wallace and Dry Creek Vineyards, LLC on two parcels for the Project, and to pay the owners each \$2,850 for a total of \$5,700 (monetary consideration) for the value of the real property rights being acquired by the License Agreements. This item also requests authorization for the General Manager to execute any other documents and to pay any ancillary costs required to close the transaction.

### **Discussion:**

On November 15, 2011, the Board of Directors of the Water Agency approved the Project to implement habitat enhancement projects within a one mile reach of Dry Creek. The Project area is located within the Dry Creek Valley approximately a half-mile upstream and downstream of Lambert Bridge Road. Project activities consisted of dewatering and bypass flow pumping, stockpiling of materials, removal of vegetation, excavation of backwater/alcove areas, and placement of boulder and log structures and

revegetation. The Project was designed to demonstrate the feasibility of habitat improvement projects in Dry Creek, to evaluate their effectiveness, and to acquire knowledge that could be beneficial to future habitat improvement projects in Dry Creek.

The Board delegated authority to the General Manager to acquire the property rights (Easements) necessary to construct the Project on these properties, and construction has been completed. Per the property owner's original agreement with the Water Agency, the Easements acquired by the Water Agency for construction of the Project did not include the right of long term ingress/egress needed by the Water Agency for the maintenance and effectiveness monitoring of the Project. The owners of the property preferred that the long term ingress and egress rights needed for the Project be negotiated following construction. The License Agreements are needed for the ongoing maintenance and monitoring activities that will occur in connection with the Project and will run concurrent with the 25 year (term) of the Easements previously acquired for the Project from the owners of the property. The License Agreements are over the same access routes that were used for construction.

California Environmental Quality Act (CEQA) Compliance:

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

**Prior Board Actions:**

June 11, 2013: Authorize General Manager to execute agreements for acquisition of real property rights.

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

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

Water Agency Water Supply Goals and Strategies, Goal 1: Work with Water contractors to retain and improve the reliability of the water supply production and distribution systems, including during short-term emergencies, such as earthquakes, and during long-term challenges caused by extended droughts and global climate change.

<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	\$5,700		
Additional Appropriation Requested			
<b>Total Expenditures</b>	<b>\$5,700</b>		
<b>Funding Sources</b>			
General Fund/WA GF			
State/Federal			
Fees/Other	\$5,700		
Use of Fund Balance			
Contingencies			
<b>Total Sources</b>	<b>\$5,700</b>		
<b>Narrative Explanation of Fiscal Impacts:</b>			
Amount needed for this acquisition was budgeted for Fiscal Year 2016/2017 under the Warm Springs Dam Fund.			
<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>			
License Agreements			
<b>Related Items "On File" with the Clerk of the Board:</b>			



**RECORDED AT NO FEE PER  
GOVERNMENT CODE § 6103  
RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:**

Sonoma County Water Agency  
404 Aviation Blvd.  
Santa Rosa, CA 95403

Portion of APN 090-150-050

**LICENSE AGREEMENT**

This Agreement, made and entered into on \_\_\_\_\_, 20\_\_, by and between the **Sonoma County Water Agency**, a body corporate and politic, organized and existing under and by virtue of the laws of the State of California (hereinafter called the “Licensee”), and **Donald M. Wallace and Kim L.S. Wallace**, husband and wife, as Community Property, (hereinafter called the “Grantor”).

**R E C I T A L S**

WHEREAS, Grantor is the owner of certain real property in Sonoma County, California, more particularly described as follows:

The lands of Donald M. Wallace and Kim L.S. Wallace, husband and wife, as Community Property as described in that certain Grant Deed recorded on May 27, 2003 under Document Number 2003132194 of Official Records of the County of Sonoma, (hereafter referred to as the Licensor’s Property).

WHEREAS, Licensee wishes to obtain a nonexclusive license for access over that portion of the Grantor’s property which is described in Exhibit A, attached hereto and incorporated herein by this reference (the “License Area”), for purposes and uses related to the construction, maintenance, inspection, repair, alteration and reconstruction of the Dry Creek Habitat Enhancement Demonstration Project, Phase II (the “Project”). The Project, in so far as it relates to or affects the Grantor’s Property, is described and depicted in the Project plans and specifications entitled “Dry Creek Habitat Enhancement Demonstration Project, Phase II, dated January 23, 2013, which is incorporated herein by this reference.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and the agreements of the respective parties herein set forth, it is mutually agreed as follows:



## A G R E E M E N T

1. License. Grantor hereby grants Licensee a non-exclusive license (the "License"), subject to all the terms and conditions of this Agreement, over the Licensed Area, only, for ingress and egress to the Project. For purposes of use of this License, Licensee includes Sonoma County Water Agency employees, agents, contractors, and such others as may be required for regulatory compliance. This License shall not include any right of access for any other purpose or for any other persons or entities. Without limiting the foregoing, this License shall not be deemed as granting any right of access to the general public, whether invitees of the Licensee or otherwise.

2. Term. The term of this Agreement ("Term") shall commence on the execution of this License Agreement and shall terminate twenty-five years from the recordation by Agency with the Recorder's Office of Sonoma County, California, of said Notice of Completion for construction of the Project or on December 31, 2037, whichever shall first occur, subject to earlier termination in accordance with Section 7 below.

3. Consideration. Licensee shall pay Licensor for the agreed use of said Premises the sum of Two Thousand Eight Hundred and Fifty Dollars (\$2,850) per Term.

4. Use. Licensee shall be able to use the License Area for purposes of ingress to and egress from the County road known as Lambert Bridge Road, over and across the License Area to the Project or over such route or routes as mutually agreed between Grantor and Licensee.

5. Equipment Installation and Operation.

(a) Licensee shall have the right to improve access roads and ditch crossings within the License Area as necessary to facilitate access for Agency's Contractor's equipment and the use of the License Area by the Agency's Contractor as allowed hereunder, upon Grantor's prior written approval, which approval shall not unreasonably be withheld. Licensee shall notify Grantor in writing at least three days before the date construction for authorized improvements is to commence so that Grantor may post and record a notice of nonresponsibility. All improvements or alterations made by Licensee on the License Area shall comply with the requirements of any federal, state, or municipal authority having jurisdiction, shall be effected only after Licensee has obtained all necessary permits and approvals, and shall be performed and diligently prosecuted to completion in accordance with the approved plans and specifications by a licensed contractor, all at Licensee's sole cost.

(b) Licensee agrees to keep Grantor's Property and every part thereof free and clear of any and all stop notices, mechanics', materialman's, and other liens for or arising out of or in connection with work or labor done, services performed, or materials or appliances used or furnished for or in connection with any operations of Licensee, any alteration, improvement, or repairs or additions that Licensee may make or permit or

cause to be made, or any work or construction by, for, or permitted by Licensee on or about the License Area, or any obligations of any kind incurred by Licensee. Licensee further agrees to pay promptly and fully and discharge any and all claims on which any such lien may or could be based, and to save and hold Grantor and Grantor's Property and any other improvements on Grantor's Property free and harmless from any and all such liens and claims of liens and suits or other proceedings pertaining thereto.

(c) Licensee shall not cause or permit any Hazardous Materials (as hereinafter defined) to be brought upon, kept or used in or about the License Area. As used herein, "Hazardous Materials" includes, without limitation, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §9601 et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. §1801 et seq.), the Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C. §6901 et seq.), Section 25117 of the California Health & Safety Code, Section 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. Licensee hereby agrees to assume and be responsible for all costs and expenses of every kind relating to Hazardous Materials placed on or beneath the Grantor's Property by Licensee or its contractors while using the Licensed Area, including but not limited to compliance with all permit and reporting requirements and remediation of all such Hazardous Materials in accordance with all applicable laws and investigations, claims, lawsuits, proceedings, citations, cease and desist orders, abatement orders or other actions or orders of any kind against the Grantor's Property and/or Grantor and/or Licensee whether by any private party of any administrative, judicial or quasi-judicial board, court or agency having jurisdiction of the Grantor's Property, Grantor or Licensee

6. Indemnification. Each party to this Agreement (the "Indemnifying Party") agrees to accept all responsibility for loss or damage to property (including the Grantor's Property) and to any person or entity, and to defend, indemnify, hold harmless and release the other party (the "Indemnified Party"), and the Indemnified Party's shareholders, directors, officers, and other elected officials, as applicable, from and against any and all liabilities, actions, claims, damages, injuries, disabilities, or expenses, including, but not limited to, any and all attorneys fees and costs which the Indemnified Party may incur in defense of such claim or liability or in prosecution of this indemnification, that may be asserted by any person or entity, including the Indemnifying Party, to the extent resulting from the Indemnifying Party's breach of any material term of or representation make in this Agreement, or Indemnifying Party's or its contractor's, subcontractors, agents', representatives', or employees' negligence or willful misconduct in connection with this Agreement, but excluding liabilities, actions, claims, damages, disabilities, or expenses to the extent arising from Indemnified Party's breach of any material term of this Agreement, or Indemnified Party's or its contractors', subcontractors', agents', representatives', or employees' negligence or willful misconduct in connection with the performance of this Agreement. The Indemnified Party shall have

the right to select its legal counsel at the Indemnifying Party's reasonable expense, subject to the Indemnifying Party's approval, which shall not be unreasonably withheld.

7. Termination by Licensee. Licensee may terminate this Agreement for any reason whatsoever upon thirty (30) days prior written notice to Grantor.

8. Notice. Any notice required or permitted to be given under this Agreement shall be in writing. Delivery of such written notice shall be conclusively taken as sufficiently given forty-eight (48) hours after deposit in the United States Mail, registered or certified, return receipt requested, with the postage thereon fully prepaid, addressed as follows:

If to Licensee: Sonoma County Water Agency  
Attention: General Manager  
404 Aviation Boulevard  
Santa Rosa, California 95403

If to Licensor: Donald M. Wallace and Kim L.S. Wallace  
3410 Dry Creek Road  
Healdsburg, California 95448-9712

Either party may at any time change its address for notices by giving written notice of such change to the other party in the manner provided in this Section 8.

9. No Continuing Waiver. The waiver by Licensee of any breach of any of the provisions of this Agreement shall not constitute a continuing waiver of any subsequent breach of the same, or of any other provision of this Agreement.

10. Warranty of Authority.

(a) Grantor represents and warrants that (i) Grantor is the sole legal and lawful owner of the Grantor's Property, (ii) Grantor has the requisite authority to execute this agreement on behalf of the interest they represent herein, and to grant the property rights conveyed herein to the Licensee, and (iii) except as otherwise disclosed to Licensee, no other party has any legal or equitable claim to or interest in the Property.

(b) The person executing this Agreement on behalf of Agency hereby represents and warrants that he/she is duly authorized to execute this Agreement as the legal act and deed of Agency, without further ratification, consent or approval, and that Agency has the requisite authority to execute this agreement and to perform all of its requirements hereunder.

11. General Provisions.

11.1 Time of Essence. Time is and shall be of the essence of this Agreement and of each and every provision contained in this Agreement.

11.2 Incorporation of Prior Agreements; Amendments. This Agreement contains all the agreements of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective. This Agreement may be modified in writing only, signed by the parties in interest at the time of the modification, and this sentence may not be modified or waived by any oral agreement, whether executed or unexecuted.

11.3 Binding Effect; Choice of Law. This Agreement shall be binding upon and inure to the benefit of the parties, their personal representatives, successors, and assigns. This Agreement shall be governed by the laws of the State of California and any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the County of Sonoma.

11.4 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.

11.5 Construction of Agreement; Severability. To the extent allowed by law, the provisions in this Agreement shall be construed and given effect in a manner that avoids any violation of statute, regulation, or law. Licensee and Grantor agree that in the event any provision in this Agreement is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such provision shall in no way affect any other provision in this Agreement. Grantor and Licensee 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. Grantor and Licensee further acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

11.6 Relationship. The parties intend by this Agreement to establish the relationship of Grantor and Licensee only, and do not intend to create a partnership, joint venture, joint enterprise, or any business relationship other than that of Grantor and Licensee.

11.7 Captions. The captions in this Agreement are for convenience only and are not a part of this Agreement. The captions do not in any way limit or amplify the provisions hereof, and shall have no effect upon the construction or interpretation of any part hereof.

11.8. Attorney's Fees. In the event any party to this Agreement brings suit or arbitration to interpret any term hereof or for the enforcement or breach of any

covenant herein contained, the prevailing party in such action shall be entitled to his/her reasonable attorney's fees and all court costs. The term "prevailing party," as used in this paragraph, shall include, without limitation, any party who was made a defendant in litigation or arbitration in which damages or other relief, or both, may be sought against said party and final judgment or dismissal is entered in such litigation in favor of such party defendant.

**GRANTOR HAS CAREFULLY READ AND CONSIDERED THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT AND HEREBY AGREES THAT GRANTOR SHALL BE BOUND BY ALL SAID TERMS AND CONDITIONS.**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

Licensors: **Donald M. Wallace and Kim L.S. Wallace**, husband and wife, as Community Property

By: \_\_\_\_\_  
Donald M. Wallace

By: \_\_\_\_\_  
Kim L.S. Wallace

Licensee: **Sonoma County Water Agency**, a body corporate and politic of the State of California

By: \_\_\_\_\_  
Grant Davis  
General Manager

By Board Agenda Item No. \_\_\_\_\_, dated \_\_\_\_\_, of the Board of Directors of the Sonoma County Water Agency, the General Manager is authorized to sign this Agreement.

APPROVED AS TO FORM  
FOR LICENSEE:

\_\_\_\_\_  
Deputy County Counsel

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

---

State of California

County of Sonoma

On \_\_\_\_\_ before me, \_\_\_\_\_,  
Date Here Insert Name and Title of the Officer

personally appeared \_\_\_\_\_  
Name(s) of Signer(s)

---

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.

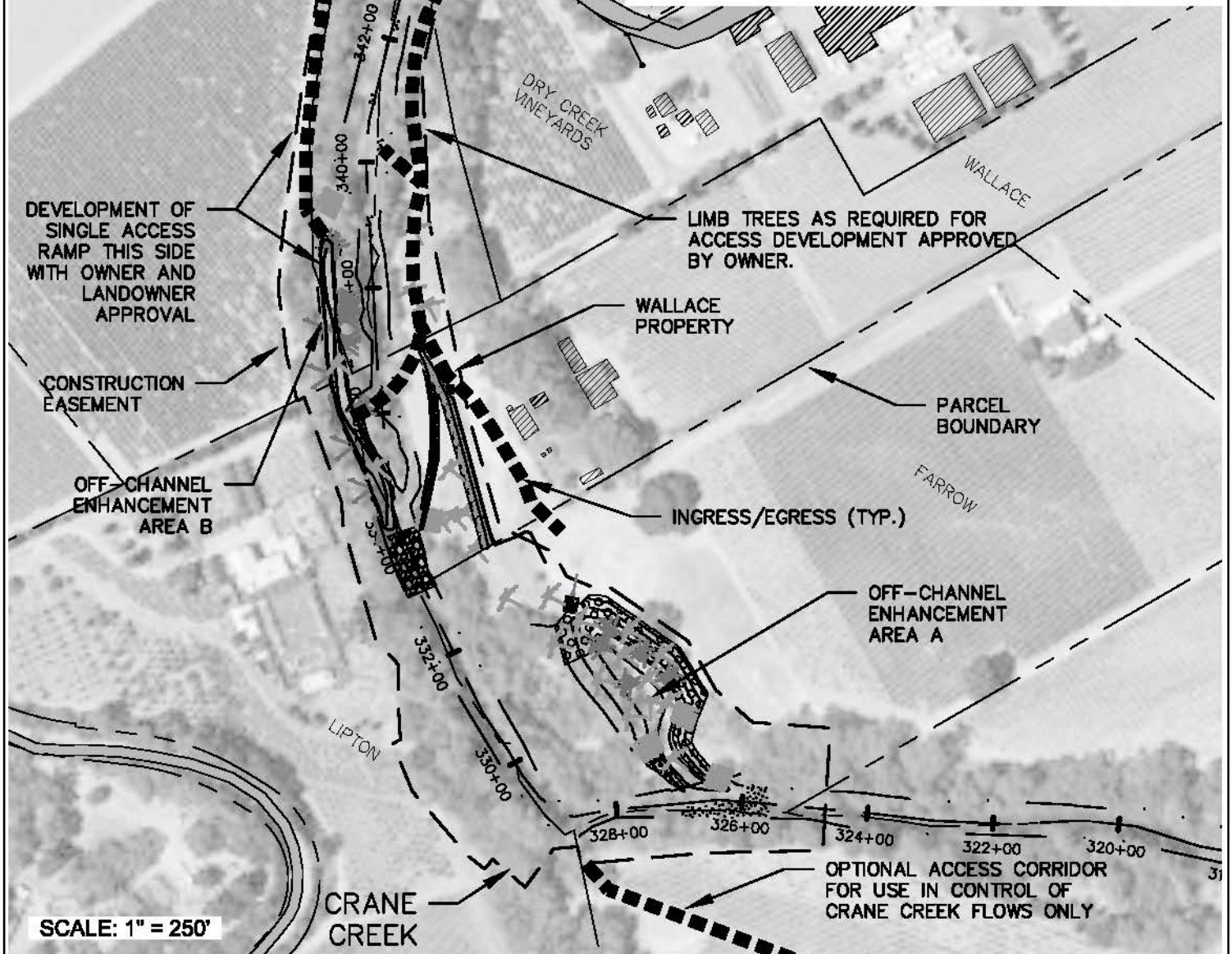
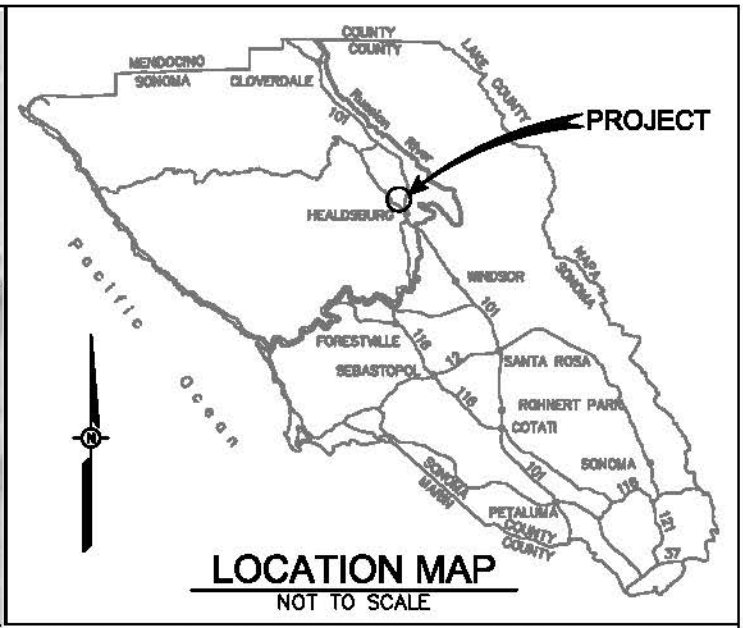
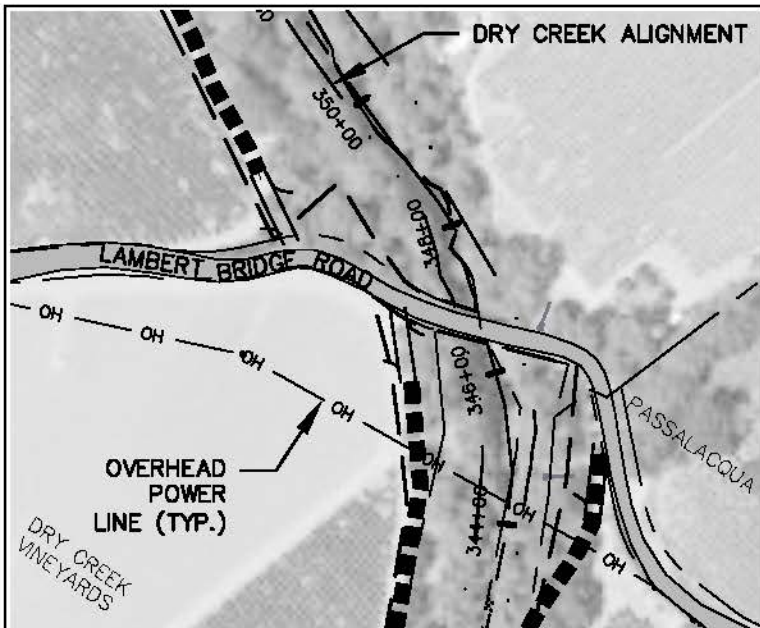
WITNESS my hand and official seal.

Place Notary Seal Above

Signature \_\_\_\_\_  
Signature of Notary Public

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\\SD-DATA\Pro\special projects\7345\_RRI\FR\_Demo\_Project\Phasel\DryCreek\Phasel\_Record\7345\_DemonstrationReach\_Phasel\_ExhibitA\_Walocca.dwg



**DRY CREEK HABITAT ENHANCEMENT  
DEMONSTRATION PROJECT**

**EXHIBIT  
A**



\*\*\*\*\*

**CERTIFICATE OF ACCEPTANCE**

This is to certify that the interest in real property conveyed License Agreement dated \_\_\_\_\_, \_\_\_\_\_, from **Donald M. Wallace and Kim L.S. Wallace**, husband and wife, as Community Property to the **Sonoma County Water Agency**, a body corporate and politic, organized and existing under and by virtue of the laws of the State of California, and the terms specified therein are hereby accepted pursuant to authority by Resolution No. 10-0140a of the Board of Directors of the Sonoma County Water Agency on February 24, 2010.

Sonoma County Water Agency

Dated: \_\_\_\_\_

\_\_\_\_\_  
Grant Davis  
General Manager

\*\*\*\*\*

**RECORDED AT NO FEE PER  
GOVERNMENT CODE § 6103  
RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:**

Sonoma County Water Agency  
404 Aviation Blvd.  
Santa Rosa, CA 95403

Portion of APN 090-160-043, 090-120-014, & 090-120-015

**LICENSE AGREEMENT**

This Agreement, made and entered into on \_\_\_\_\_, 20\_\_, by and between the **Sonoma County Water Agency**, a body corporate and politic, organized and existing under and by virtue of the laws of the State of California (hereinafter called the “Licensee”), and **Dry Creek Vineyard, Inc. a California corporation**, (hereinafter called the “Grantor”).

**R E C I T A L S**

WHEREAS, Grantor is the owner of certain real property in Sonoma County, California, more particularly described as follows:

The lands of **Dry Creek Vineyard, Inc. a California corporation** as described in that certain Grant Deed recorded on June 16, 1972 in Book 2637 at Page 368 and recorded on August 3, 1994 under Document Number 1994-0093054 of Official Records of the County of Sonoma, (hereafter referred to as the Grantor’s Property).

WHEREAS, Licensee wishes to obtain a nonexclusive license for access over that portion of the Grantor’s property which is described in Exhibit A, attached hereto and incorporated herein by this reference (the “License Area”), for purposes and uses related to the construction, maintenance, inspection, repair, alteration and reconstruction of the Dry Creek Habitat Enhancement Demonstration Project, Phase II (the “Project”). The Project, in so far as it relates to or affects the Grantor’s Property, is described and depicted in the Project plans and specifications entitled “Dry Creek Habitat Enhancement Demonstration Project, Phase II, dated January 23, 2013, which is incorporated herein by this reference.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and the agreements of the respective parties herein set forth, it is mutually agreed as follows:

## A G R E E M E N T

1. License. Grantor hereby grants Licensee a non-exclusive license (the "License"), subject to all the terms and conditions of this Agreement, over the Licensed Area, only, for ingress and egress to the Project For purposes of use of this License, Licensee includes Sonoma County Water Agency employees, agents, contractors, and such others as may be required for regulatory compliance. This License shall not include any right of access for any other purpose or for any other persons or entities. Without limiting the foregoing, this License shall not be deemed as granting any right of access to the general public, whether invitees of the Licensee or otherwise.

2. Term. The term of this Agreement ("Term") shall commence on the execution of this License Agreement and shall terminate twenty-five years from the recordation by Agency with the Recorder's Office of Sonoma County, California, of said Notice of Completion for construction of the Project or on December 31, 2037, whichever shall first occur, subject to earlier termination in accordance with Section 7 below.

3. Consideration. Licensee shall pay Grantor for the agreed use of said Premises the sum of Two Thousand Eight Hundred and Fifty (\$2,850) per Term.

4. Use. Licensee shall be able to use the License Area for purposes of ingress to and egress from the County road known as Lambert Bridge Road, over and across the License Area to the Project or over such route or routes as mutually agreed between Grantor and Licensee.

5. Equipment Installation and Operation.

(a) Licensee shall have the right to improve access roads and ditch crossings within the License Area as necessary to facilitate access for Agency's Contractor's equipment and the use of the License Area by the Agency's Contractor as allowed hereunder, upon Grantor's prior written approval, which approval shall not unreasonably be withheld. Licensee shall notify Grantor in writing at least three days before the date construction for authorized improvements is to commence so that Grantor may post and record a notice of nonresponsibility. All improvements or alterations made by Licensee on the License Area shall comply with the requirements of any federal, state, or municipal authority having jurisdiction, shall be effected only after Licensee has obtained all necessary permits and approvals, and shall be performed and diligently prosecuted to completion in accordance with the approved plans and specifications by a licensed contractor, all at Licensee's sole cost.

(b) Licensee agrees to keep Grantor's Property and every part thereof free and clear of any and all stop notices, mechanics', materialman's, and other liens for or arising out of or in connection with work or labor done, services performed, or materials or appliances used or furnished for or in connection with any operations of Licensee, any alteration, improvement, or repairs or additions that Licensee may make or permit or cause to be made, or any work or construction by, for, or permitted by Licensee on or about the License Area, or any obligations of any kind incurred by Licensee. Licensee further agrees to pay promptly and fully and discharge any and all claims on which any such lien may or could be based, and to save and hold Grantor

and Grantor's Property and any other improvements on Grantor's Property free and harmless from any and all such liens and claims of liens and suits or other proceedings pertaining thereto.

(c) Licensee shall not cause or permit any Hazardous Materials (as hereinafter defined) to be brought upon, kept or used in or about the License Area. As used herein, "Hazardous Materials" includes, without limitation, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §9601 et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. §1801 et seq.), the Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C. §6901 et seq.), Section 25117 of the California Health & Safety Code, Section 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. Licensee hereby agrees to assume and be responsible for all costs and expenses of every kind relating to Hazardous Materials placed on or beneath the Grantor's Property by Licensee or its contractors while using the Licensed Area, including but not limited to compliance with all permit and reporting requirements and remediation of all such Hazardous Materials in accordance with all applicable laws and investigations, claims, lawsuits, proceedings, citations, cease and desist orders, abatement orders or other actions or orders of any kind against the Grantor's Property and/or Grantor and/or Licensee whether by any private party of any administrative, judicial or quasi-judicial board, court or agency having jurisdiction of the Grantor's Property, Grantor or Licensee.

6. Indemnification. Each party to this Agreement (the "Indemnifying Party") agrees to accept all responsibility for loss or damage to property (including the Grantor's Property) and to any person or entity, and to defend, indemnify, hold harmless and release the other party (the "Indemnified Party"), and the Indemnified Party's shareholders, directors, officers, and other elected officials, as applicable, from and against any and all liabilities, actions, claims, damages, injuries, disabilities, or expenses, including, but not limited to, any and all attorneys fees and costs which the Indemnified Party may incur in defense of such claim or liability or in prosecution of this indemnification, that may be asserted by any person or entity, including the Indemnifying Party, to the extent resulting from the Indemnifying Party's breach of any material term of or representation make in this Agreement, or Indemnifying Party's or its contractor's, subcontractors, agents', representatives', or employees' negligence or willful misconduct in connection with this Agreement, but excluding liabilities, actions, claims, damages, disabilities, or expenses to the extent arising from Indemnified Party's breach of any material term of this Agreement, or Indemnified Party's or its contractors', subcontractors', agents', representatives', or employees' negligence or willful misconduct in connection with the performance of this Agreement. The Indemnified Party shall have the right to select its legal counsel at the Indemnifying Party's reasonable expense, subject to the Indemnifying Party's approval, which shall not be unreasonably withheld.

7. Termination by Licensee. Licensee may terminate this Agreement for any reason whatsoever upon thirty (30) days prior written notice to Grantor.

8. Notice. Any notice required or permitted to be given under this Agreement shall be in writing. Delivery of such written notice shall be conclusively taken as sufficiently given forty-eight (48) hours after deposit in the United States Mail, registered or certified, return receipt requested, with the postage thereon fully prepaid, addressed as follows:

If to Licensee: Sonoma County Water Agency  
Attention: General Manager  
404 Aviation Boulevard  
Santa Rosa, California 95403

If to Grantor: Dry Creek Vineyard, Inc.  
Attn: Kim Stare Wallace, President  
P.O. Box T  
Healdsburg, CA 95448-0920

Either party may at any time change its address for notices by giving written notice of such change to the other party in the manner provided in this Section 8.

9. No Continuing Waiver. The waiver by Licensee of any breach of any of the provisions of this Agreement shall not constitute a continuing waiver of any subsequent breach of the same, or of any other provision of this Agreement.

10. Warranty of Authority.

(a) Grantor represents and warrants that (i) Grantor is the sole legal and lawful owner of the Grantor's Property, (ii) Grantor has the requisite authority to execute this agreement on behalf of the interest they represent herein, and to grant the property rights conveyed herein to the Licensee, and (iii) except as otherwise disclosed to Licensee, no other party has any legal or equitable claim to or interest in the Property.

(b) The person executing this Agreement on behalf of Agency hereby represents and warrants that he/she is duly authorized to execute this Agreement as the legal act and deed of Agency, without further ratification, consent or approval, and that Agency has the requisite authority to execute this agreement and to perform all of its requirements hereunder.

11. General Provisions.

11.1 Time of Essence. Time is and shall be of the essence of this Agreement and of each and every provision contained in this Agreement.

11.2 Incorporation of Prior Agreements; Amendments. This Agreement contains all the agreements of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective. This Agreement may be modified in writing only, signed by the parties in interest at the time of the modification,

and this sentence may not be modified or waived by any oral agreement, whether executed or unexecuted.

11.3 Binding Effect; Choice of Law. This Agreement shall be binding upon and inure to the benefit of the parties, their personal representatives, successors, and assigns. This Agreement shall be governed by the laws of the State of California and any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the County of Sonoma.

11.4 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.

11.5 Construction of Agreement; Severability. To the extent allowed by law, the provisions in this Agreement shall be construed and given effect in a manner that avoids any violation of statute, regulation, or law. Licensee and Grantor agree that in the event any provision in this Agreement is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such provision shall in no way affect any other provision in this Agreement. Grantor and Licensee 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. Grantor and Licensee further acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

11.6 Relationship. The parties intend by this Agreement to establish the relationship of Grantor and Licensee only, and do not intend to create a partnership, joint venture, joint enterprise, or any business relationship other than that of Grantor and Licensee.

11.7 Captions. The captions in this Agreement are for convenience only and are not a part of this Agreement. The captions do not in any way limit or amplify the provisions hereof, and shall have no effect upon the construction or interpretation of any part hereof.

11.8. Attorney's Fees. In the event any party to this Agreement brings suit or arbitration to interpret any term hereof or for the enforcement or breach of any covenant herein contained, the prevailing party in such action shall be entitled to his/her reasonable attorney's fees and all court costs. The term "prevailing party," as used in this paragraph, shall include, without limitation, any party who was made a defendant in litigation or arbitration in which damages or other relief, or both, may be sought against said party and final judgment or dismissal is entered in such litigation in favor of such party defendant.

**GRANTOR HAS CAREFULLY READ AND CONSIDERED THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT AND HEREBY AGREES THAT GRANTOR SHALL BE BOUND BY ALL SAID TERMS AND CONDITIONS.**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

Grantor: **Dry Creek Vineyard, Inc.**, a California corporation

By: \_\_\_\_\_  
Kim Stare Wallace, President

Licensee: **Sonoma County Water Agency**, a body corporate and politic of the State of California

By: \_\_\_\_\_  
Grant Davis  
General Manager

By Board Agenda Item No. \_\_\_\_\_, dated, \_\_\_\_\_, of the Board of Directors of the Sonoma County Water Agency, the General Manager is authorized to sign this Agreement.

APPROVED AS TO FORM  
FOR LICENSEE:

\_\_\_\_\_  
Deputy County Counsel

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

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State of California

County of Sonoma

On \_\_\_\_\_ before me, \_\_\_\_\_,  
Date Here Insert Name and Title of the Officer

personally appeared \_\_\_\_\_  
Name(s) of Signer(s)

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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.

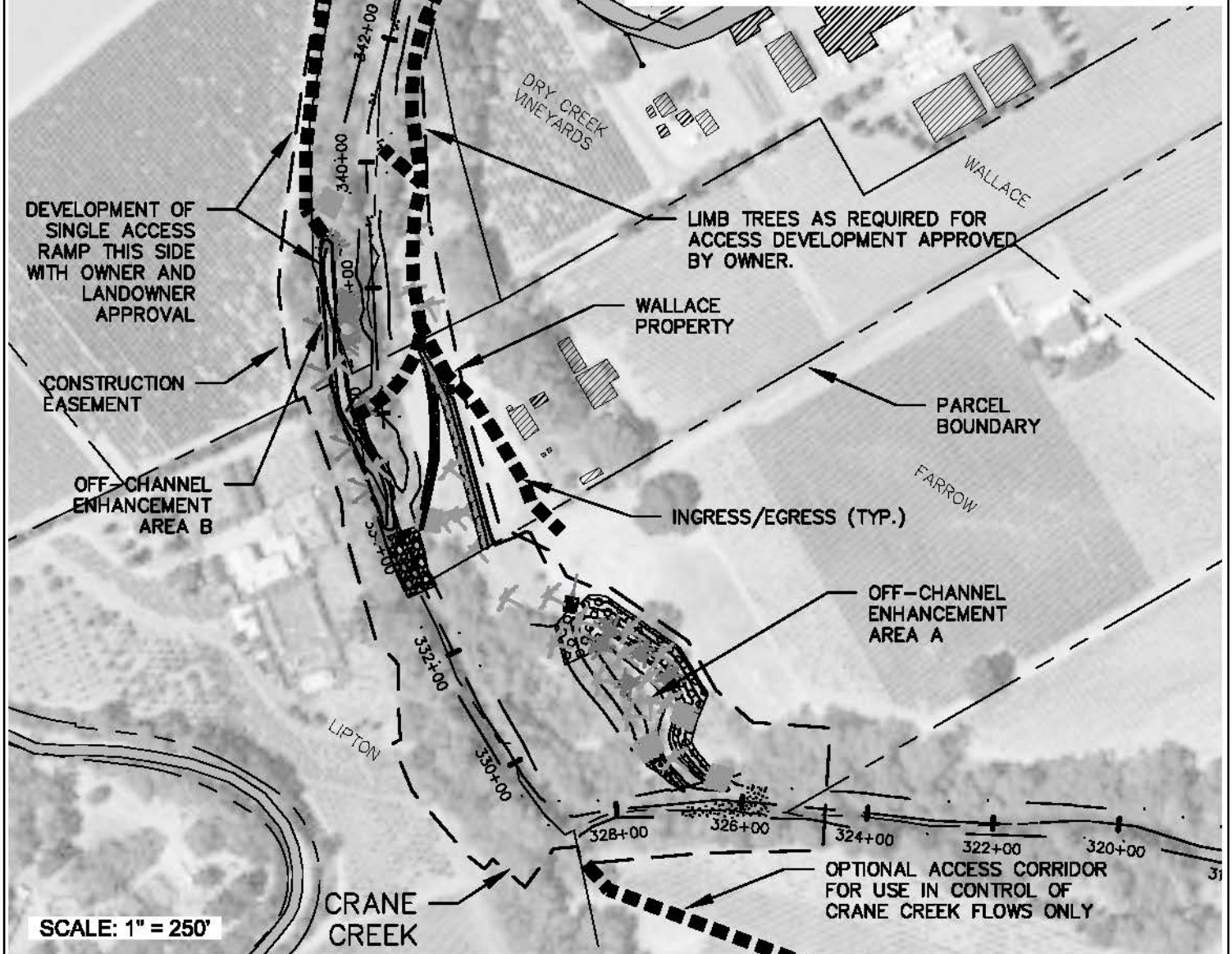
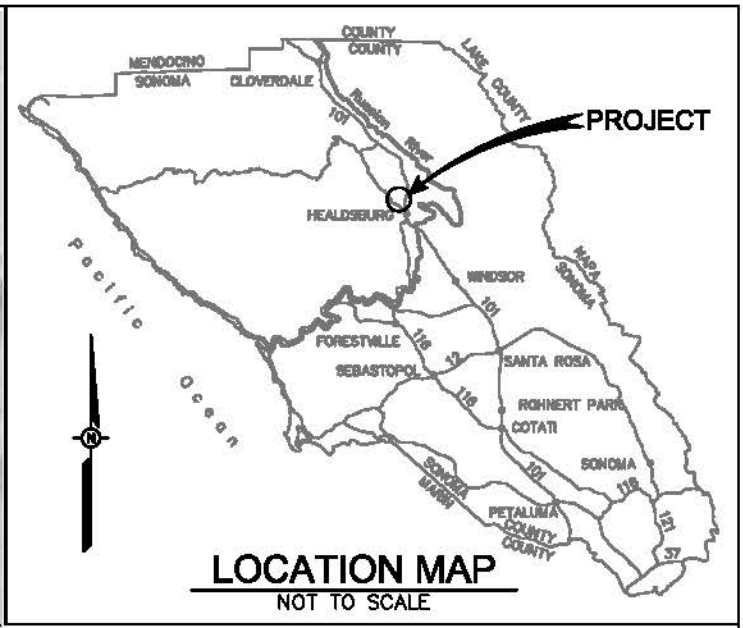
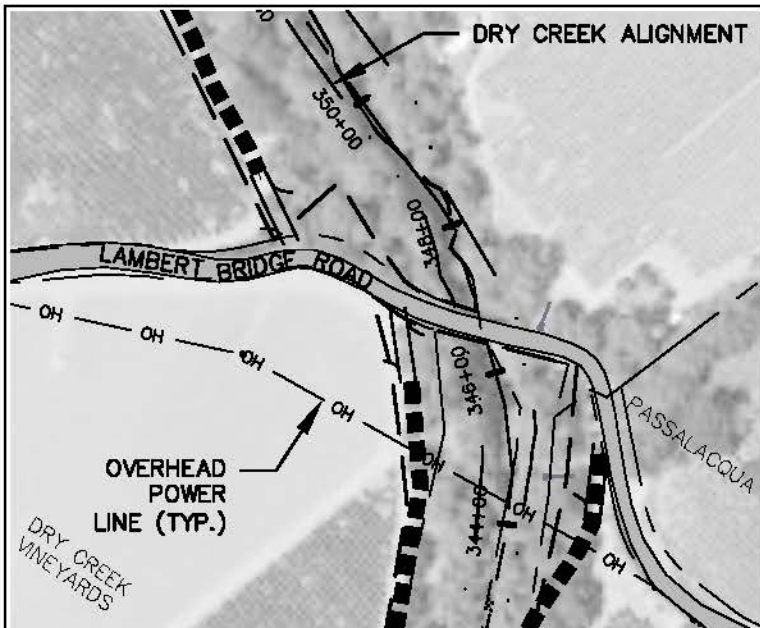
Place Notary Seal Above

Signature \_\_\_\_\_  
Signature of Notary Public

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\\SD-DATA\Pro\special\_projects\7345\_RRI\FR\_Demo\_Project\Phasel\DryCreek\Phasel\_Record\7345\_DemonstrationReach\_Phasel\_ExhibitA\_Walocca.dwg



SCALE: 1" = 250'



**DRY CREEK HABITAT ENHANCEMENT  
DEMONSTRATION PROJECT**

EXHIBIT  
A

\*\*\*\*\*

**CERTIFICATE OF ACCEPTANCE**

This is to certify that the interest in real property conveyed License Agreement dated \_\_\_\_\_, \_\_\_\_\_ from **Dry Creek Vineyard, Inc.** a California corporation to the **Sonoma County Water Agency**, a body corporate and politic, organized and existing under and by virtue of the laws of the State of California, and the terms specified therein are hereby accepted pursuant to authority by Resolution No. 10-0140a of the Board of Directors of the Sonoma County Water Agency on February 24, 2010.

Sonoma County Water Agency

Dated: \_\_\_\_\_

\_\_\_\_\_  
Grant Davis  
General Manager

\*\*\*\*\*



## County of Sonoma Agenda Item Summary Report

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

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

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

**Board Agenda Date:** January 24, 2017

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Bill Christoffersen 547-1967

**Supervisorial District(s):**

Third

**Title:** Gardens Subdivision Pedestrian Path Easement Agreement with City of Santa Rosa

### Recommended Actions:

Adopt a Resolution:

- A) Determining that executing the Easement Agreement with the City of Santa Rosa (City) for public access along a pedestrian path at Santa Rosa Creek will not adversely affect the Sonoma County Water Agency in any respect and will not have a significant adverse effect on the environment
- B) Authorizing the General Manager to execute the Easement Agreement with the City for a permanent easement
- C) Authorizing the General Manager to file a Notice of Determination in accordance with the California Environmental Quality Act

### Executive Summary:

The City has requested an easement on Sonoma County Water Agency (Water Agency) property for a public access right of way over a proposed paved pedestrian pathway connecting the planned Gardens Subdivision to the Water Agency's maintenance road along Santa Rosa Creek. This public right of way will join a planned park within the proposed Gardens Subdivision to the Santa Rosa Creek trail which travels over the Water Agency's maintenance road along the south side of the creek.

### Discussion:

The Water Agency owns certain real property, identified as Assessor Parcel Number 125-021-007, which contains Santa Rosa Creek, and within which the Water Agency operates the Stream Maintenance Program under regulatory mandate to improve water quality, terrestrial wildlife and aquatic resources by balancing habitat improvements while maintaining hydraulic capacity. The Santa Rosa Creek runs along the northern edge of the Imwalle Gardens family property in which a portion is being proposed for development through the City as a new residential neighborhood, the Gardens Subdivision Project (Project).

The Water Agency has been requested by the developer in coordination with the City for an easement across Water Agency property as part of the proposed Gardens Subdivision at 713 West Third Street that

will provide pedestrian access across Water Agency property to the existing maintenance access road on the south side of Santa Rosa Creek, and located on Water Agency parcel, (APN 125-021-007). The proposed pedestrian path will connect a new public park being planned as part of the Garden Subdivision with the proposed new residential neighborhood to the south and existing neighborhood to the Santa Rosa Creek Trail along the maintenance road to the north. This type of public trail connection is encouraged in the General Plan for the City in that it implements Open Space Policy, OSC-F-2: 'Cooperate with various public and private entities to create new public access trails along creeks to parks and open spaces within the Urban Growth Boundary, as well as connections to regional trail systems.'

During the proposed construction on Water Agency's property, an existing storm drain underlying the Santa Rosa Creek Trail with an outfall into Santa Rosa Creek will be replaced with an updated storm drain. Being planned as part of the storm drain replacement is a riparian vegetation enhancement plan that will be implemented to enhance the habitat along Santa Rosa Creek as mitigation for the minor impacts (approximately 200 square feet of temporary disturbance) caused by the replacement of the storm drain and outfall on the creek bank. The purpose of this plan is to enhance the riparian community according to the Water Agency's objectives with increasing cover by native plants along the lower creek bank below the outfall that will be self-sustaining, avoid creating maintenance or flooding problems or costs, and avoid safety issues. The riparian vegetation enhancement plan meets the current management objectives that the Water Agency has for Santa Rosa Creek under the Stream Maintenance Program.

The City is requiring that the developer obtain the easement from the Water Agency, prior to the City's Engineer approving the developer's plans. The City's Engineer has submitted a letter to the Water Agency, stating "he will sign the copy of the improvement plans submitted to the Water Agency". The Water Agency requested this letter, as its normal policy is to have the plans approved prior to granting of the easement. The easement agreement requires the City or its contractor to obtain a revocable license to perform the construction within the easement. The easement agreement details that if the plans change subsequent to the Board's approval, that the Water Agency can rescind or withhold the revocable license, thereby halting all work on Water Agency property.

The developer supplied an appraisal for just compensation of the property rights proposed to be acquired by the City. The appraisal established just compensation at \$1,050. The Water Agency staff reviewed the appraisal and agreed with the opinion of value for just compensation of the easement. In addition to the value of the easement, the City will reimburse the Water Agency for the cost to prepare and execute the Easement Agreement. The cost to the Water Agency to process and execute the Easement Agreement is estimated at \$10,000.

**CALIFORNIA ENVIRONMENTAL QUALITY ACT ACOMPLIANCE:**

The City has prepared an Initial Study/Mitigated Negative Declaration (IS/MND), which addresses the potential impacts related to the Project and measures to mitigate adverse effects of the Project. With the incorporation of the mitigation measures identified in the MND, the Project would not have significant adverse impacts on the environment. A motion was made and passed on November 20, 2008, by the City's Planning Commission to approve the Project Resolution No. 11398.

Water Agency staff has prepared a Notice of Determination in accordance with the California Environmental Quality Act (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 MND, and the execution of the easement 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 in accordance with CEQA.

**Prior Board Actions:**

None

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

This easement will assist in providing housing residents of Sonoma County, in addition to, access to walking trails along Santa Rosa Creek.

Water Agency Organizational Goals and Strategies, Goal 3: Increase outreach to community and employees.

**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	11,050		
<b>Total Expenditures</b>	<b>11,050</b>		

<b>Funding Sources</b>			
General Fund/WA GF			
State/Federal			
Fees/Other	11,050		
Use of Fund Balance			
Contingencies			
<b>Total Sources</b>	<b>11,050</b>		

**Narrative Explanation of Fiscal Impacts:**

The \$1,050 assessed value of the easement and associated costs with granting of the easement will be compensated by the City.

**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 Easement Agreement with Map of Affected Area			
<b>Related Items "On File" with the Clerk of the Board:</b>			

pa\\S:\Agenda\ROW\2017\01-24-2017 WA Gardens Subdivision  
Pedestrian Path Easement Agree\_summ.docm

ROW/Santa Rosa Creek/Imwalle Gardens Subdivision/1-9070-4  
/File ID 4607

---

Date: January 24, 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 The Granting Of Easement Agreement For The Gardens Subdivision Project Will Not Have A Significant Adverse Effect On The Environment; Authorizing The Chair To Execute An Easement Agreement Conveying Property Rights To The City Of Santa Rosa; And Authorizing The General Manager To File A Notice Of Determination In Accordance With The California Environmental Quality Act.**

**Whereas**, the Sonoma County Water Agency (Water Agency), owns certain real property located along Santa Rosa Creek and currently utilizes this property for flood control purposes; and

**Whereas**, Imwalle Gardens, LLC, has requested as easement over the property; and

**Whereas**, the grant of easement to Imwalle Gardens LLC will not adversely affect the Water Agency in any respect; and

**Whereas**, the Water Agency has determined that adequate consideration for the easement is \$10,000; and

**Whereas**, the Water Agency has reviewed the proposed grant of easement to Imwalle Gardens, LLC, and the General Manager has determined that it will not have significant adverse effects on the environment; and

**Whereas**, the City of Santa Rosa (City), as lead agency, has prepared an Initial Study and filed a Mitigated Negative Declaration and Mitigation Monitoring Plan for the Gardens Subdivision Project. The City of Santa Rosa Planning Commission approved the Project per Resolution 11398 on November 20, 2008; and

**Whereas**, the Water Agency, as a Responsible Agency, has prepared a Notice of Determination in accordance with the California Environmental Quality Act (CEQA), State CEQA Guidelines, and the Water Agency's Procedures for the implementation of the CEQA; and

Resolution #

Date:

Page 2

**Whereas**, the Board of Directors of the Water Agency, has considered the environmental effects of the Project as shown in the Initial Study prepared by the City.

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

1. All of the above recitals are true and correct;
2. Based on review of the Notice of Determination prepared by the Water Agency staff, this Board hereby determines that the granting of the easement to Imwalle Gardens, LLC, will not have an adverse effect the Water Agency.
3. The Board certifies that it has reviewed and considered the Easement Agreement, prior to reaching its decision on the proposed Project.
4. The Negative Declaration determines that no environmental impacts will occur as a result of the Project that are potentially significant. The Board concurs with the Negative Declaration's determinations and finds that there is no substantial evidence in the record to support a contrary conclusion.
5. The Negative Declaration for the Project, as submitted by the Water Agency's General Manager, is hereby adopted.
6. The Project is hereby approved and the Water Agency's General Manager is hereby authorized and directed to file a Notice of Determination with the County Clerk in conformance with the provisions of CEQA.

**Directors:**

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**



**RECORDED AT NO FEE PER  
GOVERNMENT CODE § 6103  
RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:**

City of Santa Rosa  
Planning & Economic Development  
Engineering Development Services  
100 Santa Rosa Ave. Room 5  
Santa Rosa, CA 95404

Portion of APN: 125-021-007

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**EASEMENT AGREEMENT**

This Easement Agreement ("Agreement") is made by and between the **Sonoma County Water Agency**, a body corporate and politic, organized and existing under and by virtue of the laws of the State of California (herein after referred to as the "Agency") and the **City of Santa Rosa**, a Municipal Corporation (herein after referred to as the "City").

**R E C I T A L S**

WHEREAS, Agency is the owner of certain real property within City of Santa Rosa, County of Sonoma, State of California commonly known as Santa Rosa Creek Channel, 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 Grant Deed recorded on June 26, 1969 in Book 2402, page 400 of Official Records of Sonoma County, California (hereinafter referred to as the "Agency Property").

WHEREAS, City wishes to obtain a permanent public access easement over portions of the Agency Property for the purposes of installation of improvements required for a public access pathway and outfall easement for the City of Santa Rosa Gardens Subdivision Project (the "Project") described as follows:

That portion of the hereinabove described real property more particularly described in Exhibit "A" and shown for reference in Exhibit "A-1 attached hereto, and by this reference hereby made a part of this Agreement (hereinafter referred to as the "Easement Area").

NOW, THEREFORE, for good and valuable consideration and in consideration of the mutual covenants, terms, conditions and restrictions contained herein, Agency and City covenant and agree as follows:

## A G R E E M E N T

1. Grant of Non-Exclusive Easement. Agency hereby grants to City a non-exclusive public access easement over Easement Area of the nature, character and extent, and subject to the conditions, set forth in this Agreement.

2. Description of Easement over Agency Property. The easement granted over the Easement Area is a perpetual public access easement and right-of-way for the purpose of laying down, constructing, reconstructing, removing, replacing, repairing, maintaining, operating and using the Project, in accordance with improvement plans entitled: City of Santa Rosa Gardens Subdivision Project, dated March, 2011 in, under, along, and across the Easement Area and the right at all times to enter in, over and upon said Easement Area for all purposes described above in this paragraph.; provided, however, that said use does not damage or unreasonably restrict Agency's full use of the Agency Property or the improvements existing thereon. Agency reserves the right to install, construct, operate, and maintain both its existing improvements and any future improvements on the Agency Property. This public access easement is granted on the condition that City's use of the public access easement does not damage or unreasonably restrict Agency's full use of existing Agency improvements. The grant of the public access easement herein is subject and subordinate to the rights of Agency and its successors and assigns, to use the Agency Property in the performance of its governmental and proprietary functions.

3. Term. The public access easement granted in section 2 above shall continue indefinitely so long as City is in compliance with the terms and conditions of this Agreement.

4. Maintenance of Easement. City shall maintain all of City's improvements within the Easement Area at City's sole cost and expense. Any reconstruction or maintenance activities performed by City and related to the public access easement shall not interfere with the Agency's continued use of the Agency's Property or the Easement Area or for any purpose. City shall not materially alter or reconstruct the Project without first obtaining Agency's written approval of plans for such alteration or reconstruction.

5. Waste or Nuisance; Agency's Rights in Property. City shall not commit or suffer: (a) any waste or nuisance on the Easement Area; (b) any action or use of the Easement Area which interferes or conflicts with the use of the Easement Area or Agency Property by Agency or any authorized person; or (c) any action on the Easement Area in violation of any law or ordinance. Except as otherwise provided in this Agreement, City shall not undertake or permit any activity or use on the Easement Area that is inconsistent with the purpose of this Agreement, including, without limitation, the following activities: (a) constructing, reconstructing, replacing, repairing, or maintaining any building, structure, utilities, or other improvement other than as shown on the Gardens Subdivision Project, dated March, 2011, (b) altering the surface or contour of the land in any manner not consistent with the Gardens Subdivision Project, dated March, 2011, including, but not limited to, excavating or removing soil, sand, gravel, rock, sod, trees, shrubs, plants or vegetation; (c) degrading or eroding the soil or polluting any surface or sub-surface waters; (d) dumping, accumulating, or storing trash, ashes, garbage, waste, junk, non-operative vehicles, or other materials; (e) damaging the integrity of the surface beyond normal wear and tear; (f) exploring for or developing and extracting minerals and hydrocarbons by any mining method, surface or otherwise; (g) parking any vehicle, other than for necessary maintenance by the City; and (h) placing or leaving any personal property of City or City's tenants, other than as necessary or appropriate to the use of the easement, such as signage or debris receptacles.

6. Non-Liability of Agency; Indemnity. Agency and its officers, agents, and employees shall not be liable to City or any third party for any injury, loss, or damage arising out of or in connection with the City's use of the public access easement granted herein. City 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 City, relating to the laying down, constructing, reconstructing, removing, replacing, repairing, maintaining, operating and using the Project or to the use of the public access easement granted herein, whether or not there is concurrent negligence on the part of Agency, but excluding, to the extent required by law, liability due to the sole active negligence or sole willful misconduct of Agency. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for the City or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts. City agrees to compensate Agency for any damage to Agency property as a result of the construction, operation, or maintenance of said Project. If future laws or regulations require a greater separation between the Project and any Agency improvements, City shall relocate the Project accordingly and be responsible for any costs associated with the relocation. The obligations of this Paragraph survive termination of the Agreement.

7. Enforcement. If through inspection or otherwise Agency determines that City is in violation of the provisions of this Agreement or that a violation is threatened, Agency shall give written notice to City of such violation and demand corrective action sufficient to cure the violation. If City fails to cure the violation within thirty (30) days after receipt of notice thereof from Agency, or under circumstances where the violation cannot reasonably be cured within a thirty (30) day period, fails to begin curing such violation within the thirty (30) day period, or fails to continue diligently to cure such violation until finally cured, Agency may bring an action to enforce the provisions of this Agreement, enjoin the violation, recover damages and enforcement costs for the violation, and require restoration of the public access easement to the condition that existed prior to the violation. If Agency reasonably determines that circumstances require immediate action to prevent or mitigate damage or threatened damage to Agency Property, Agency may pursue its remedies under this paragraph without prior notice to City and without waiting for the period for cure to expire.

8. Enforcement Discretion. Enforcement of the provisions of this Agreement shall be at the discretion of the Parties, and any forbearance by a Party to exercise its rights under this Agreement in the event of any breach of any provision of this Agreement by the other Party shall not be deemed or construed to be a waiver by the Party of such provision or of any subsequent breach of the same or any other provision of this Agreement or of any of the Party's rights under this Agreement. No delay or omission by a Party in the exercise of any right or remedy upon any breach by the other Party shall impair such right or remedy or be construed as a waiver.

9. Access and Control. Nothing contained in this Agreement shall be construed as precluding Agency's right to grant access to third parties across the Easement Area, so long as it is not inconsistent with the purpose of this public access easement.

10. Successors. This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors, heirs, assigns and transferees.

11. Amendment. If circumstances arise under which an amendment or modification of this Agreement would be appropriate, City and Agency shall be free to jointly amend this Agreement. Any such amendment shall be recorded in the Office of the Sonoma County Recorder.

12. Notices. Any notice, demand, request, approval, or other communication that either party desires or is required to be given under this Agreement shall be in writing and may be given by personal delivery or by mail. Notices, demands, requests, approvals, or other communications sent by mail should be addressed as follows:

Agency: Sonoma County Water Agency  
Attention: General Manager  
404 Aviation Boulevard  
Santa Rosa, CA 95403

City: City of Santa Rosa  
Recreation & Parks Administration  
55 Stony Point Rd.  
Santa Rosa, CA 95401  
Phone (707) 543-3292

and when so addressed, shall be deemed given upon deposit in the United States Mail, registered or certified, return receipt requested, postage prepaid. In all other instances, notices, demands, requests, approvals, or other communications shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the persons to whom notices, demands, requests, approvals, or other communications are to be given by giving notice pursuant to this section.

13. Applicable Law and Forum. Interpretation and performance of this Agreement shall be governed by California law and any action to enforce the provisions of this Agreement or the breach thereof shall be brought and tried in the County of Sonoma.

14. 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.

15. Integration. This Agreement is the final and complete expression of the agreement between the parties and any and all prior or contemporaneous agreements written or oral are merged into this instrument.

16. Captions. The captions in this Agreement have been included solely for convenience of reference. They are not a part of this Agreement and shall have no effect upon its construction or interpretation.

17. Survival of Agreement. This Agreement, including all representations, warranties, covenants, agreements, releases and other obligations contained herein, shall survive the closing of this transaction and recordation of any deed or other document related hereto.

IN WITNESS WHEREOF, Agency and City have executed this Agreement as set forth below.

SONOMA COUNTY WATER AGENCY:

Executed by the Sonoma County Water Agency this \_\_\_\_\_ day of \_\_\_\_\_, 2016, pursuant to authority granted by Agenda Item No. \_\_\_\_\_ dated \_\_\_\_\_, 2016:

Attest:

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

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

Reviewed as to Substance:

By: \_\_\_\_\_  
General Manager

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

Approved as to Form:

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

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

CITY OF SANTA ROSA, a municipal corporation:

By:  \_\_\_\_\_  
David M. Guhin  
City Director, Planning & Economic Development/  
City Engineer

Date: 9/19/16

Approved as to Form:

By: Molly Dillon  
City Attorney



ENGINEERS / SURVEYORS / PLANNERS

**EXHIBIT 'A'**

**LEGAL DESCRIPTION**

BEING A PORTION OF THE LANDS OF THE SONOMA COUNTY WATER AGENCY AS DESCRIBED IN THAT GRANT DEED FILED IN BOOK 2402 OF OFFICIAL RECORDS AT PAGE 400, SONOMA COUNTY RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERLY CORNER OF THE LANDS OF IMWALLE GARDENS, LLC, AS DESCRIBED IN THAT GRANT DEED FILED UNDER DOCUMENT NO. 2010-020654, OFFICIAL RECORDS OF THE COUNTY OF SONOMA; THENCE, ALONG THE NORTHERLY LINE OF SAID LANDS SOUTH 77°03'08" EAST, FOR A DISTANCE OF 185.89 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF SAID LANDS OF THE SONOMA COUNTY WATER AGENCY, SAID POINT BEING THE POINT OF BEGINNING OF THE LAND DESCRIBED HEREIN; THENCE, FROM SAID **POINT OF BEGINNING**, SOUTH 77°03'08" EAST, FOR A DISTANCE OF 50.00 FEET; THENCE, SOUTH 50°37'22" EAST, FOR A DISTANCE OF 112.00 FEET; THENCE, SOUTH 34°28'46" WEST, FOR A DISTANCE OF 30.00 FEET TO SAID SOUTHWESTERLY LINE OF THE SONOMA COUNTY WATER AGENCY; THENCE ALONG SAID SOUTHWESTERLY LINE, ON A NON-TANGENT CURVE TO THE RIGHT; FROM A TANGENT WHICH BEARS NORTH 55°34'58" WEST, HAVING A RADIUS OF 595.00 FEET, THROUGH A CENTRAL ANGLE OF 15°24'26", A DISTANCE OF 160.00 FEET TO THE POINT OF BEGINNING.

CONTAINING: 4,189 SQUARE FEET (0.10 ACRES) OF LAND, MORE OR LESS.

BASIS OF BEARINGS: MAP OF CARRIAGE SQUARE NO. 3, FILED IN BOOK 184 OF MAPS, AT PAGES 34-35, SONOMA COUNTY RECORDS.

PREPARED BY:

**BKF ENGINEERS**

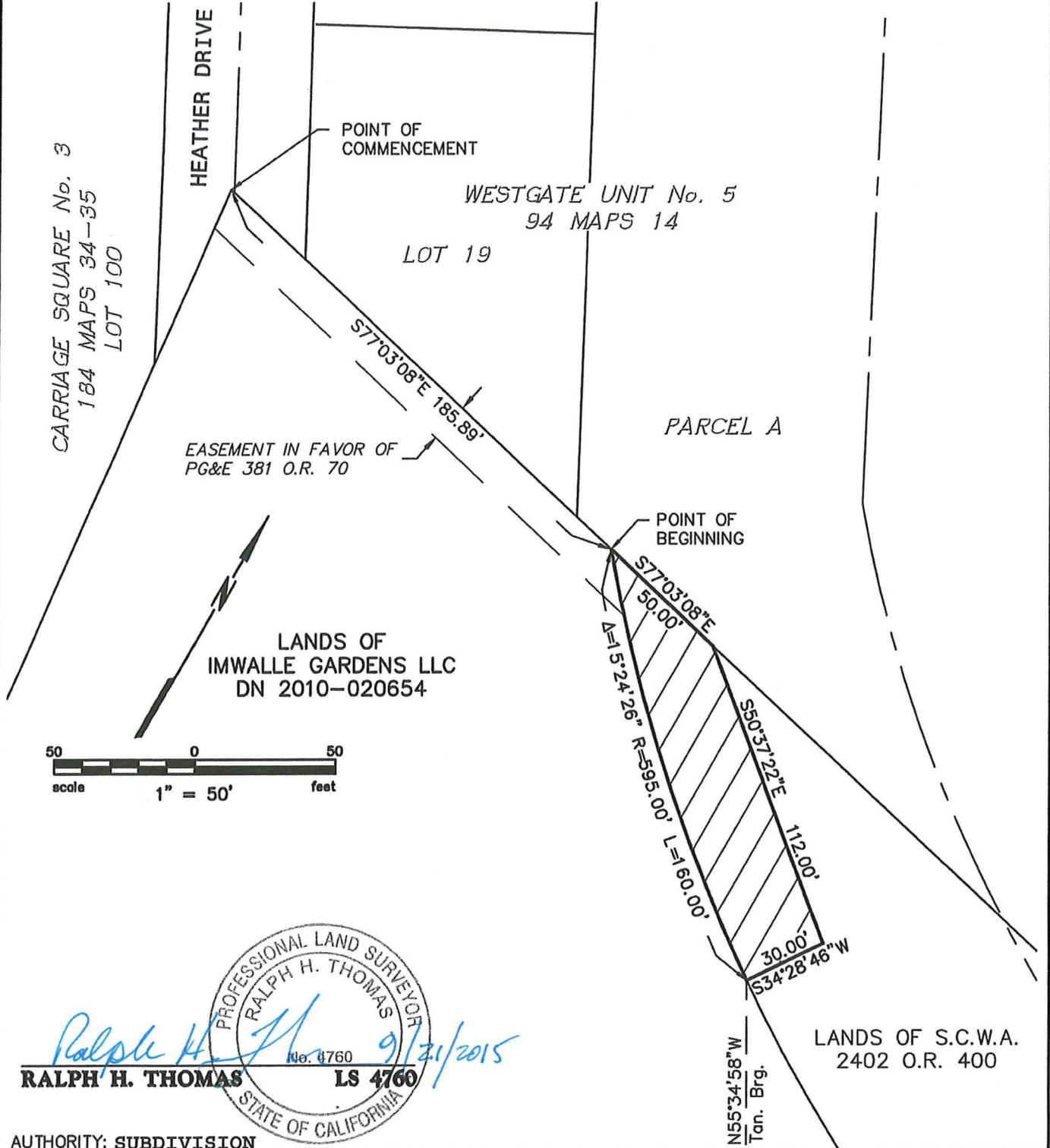
  
RALPH H. THOMAS, L.S. NO. 4760



DATED: 9/21/2015



EXHIBIT 'A-1'



CARRIAGE SQUARE No. 3  
184 MAPS 34-35  
LOT 100

HEATHER DRIVE

POINT OF COMMENCEMENT

WESTGATE UNIT No. 5  
94 MAPS 14

LOT 19

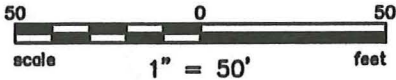
S77°03'08"E 185.89'

EASEMENT IN FAVOR OF  
PG&E 381 O.R. 70

PARCEL A

POINT OF BEGINNING

LANDS OF  
IMWALLE GARDENS LLC  
DN 2010-020654



S77°03'08"E 50.00'  
A=132.426" R=595.00' L=160.00'  
S50°37'22"E 112.00'  
30.00'  
S34°28'46"W

LANDS OF S.C.W.A.  
2402 O.R. 400

N55°34'58"W  
Tan. Brg.



**RALPH H. THOMAS** LS 4760

AUTHORITY; SUBDIVISION

OWNER AND MAILING ADDRESS		PROPERTY AREAS	CITY OF SANTA ROSA	
SONOMA COUNTY WATER AGENCY 404 AVIATION BOULEVARD, SANTA ROSA, CA 95403		EASEMENT AREA 4,189 Sq. Ft. (0.10 Ac.)	PUBLIC ACCESS EASEMENT TO THE CITY OF SANTA ROSA	
A.P. No. 125-021-007			Scale: 1" = 50'	Date: NOV 2011
O.R. No. 2402 O.R. 400		CITY ACQUISITION DEED	DWN. JAK	APPROVED
O.R. No. _____		O.R. _____	CHK. RHT	FILE No. R.-5389

Plot Sep 21, 2015 at 8:21am



## County of Sonoma Agenda Item Summary Report

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

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

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

**Board Agenda Date:** January 24, 2017

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Candace Messner 524-6424

**Supervisorial District(s):**

**Title:** Stream Maintenance Program 2017 Update

### **Recommended Actions:**

Authorize the General Manager to enter into agreements up to \$75,000 as necessary to meet mitigation requirements imposed by regulatory agencies in connection with the Sonoma County Water Agency's Stream Maintenance Program, following review and approval by County Counsel as to form.

### **Executive Summary:**

The Sonoma County Water Agency (Water Agency) Stream Maintenance Program was initiated in 2009. The Stream Maintenance Program addresses three primary flood maintenance activities: sediment management, vegetation management, and bank stabilization. The Stream Maintenance Program Manual (Manual) and regulatory permits require that the Water Agency enter into agreements with organizations to mitigate the impacts of Stream Maintenance Program sediment removal and bank stabilization activities off-site. This program, titled the Watershed Partnership Program, requires that the Water Agency contribute at least 10% of its annual sediment removal and bank stabilization costs to other organizations for additional watershed improvements.

On July 13, 2010, Water Agency's Board of Directors authorized the Water Agency's General Manager to enter into agreements up to \$50,000 as necessary to meet mitigation requirements imposed by regulatory agencies in connection with the Water Agency's Stream Maintenance Program. This item recommends an increase in this authority from \$50,000 to \$75,000. The Water Agency typically enters into two to four agreements per year.

### **Discussion:**

#### Stream Maintenance Program

The Water Agency maintains approximately 75 miles of engineered channels, including flood control channels, detention basins, and storm drain conduits; approximately 150 miles of modified and natural channels; and other related facilities (reservoir inlets, access roads, and v-ditches). These facilities are located in the unincorporated areas of Sonoma County; in the cities of Cotati, Healdsburg, Petaluma, Rohnert Park, Santa Rosa, Sebastopol, and Sonoma; and in the Town of Windsor. The majority of these



facilities were constructed between 1960 and 1970, utilizing flood management techniques prevalent at the time (primarily straightened channels maintained free of woody vegetation).

The Stream Maintenance Program has been implemented since its approval by the Board of Directors in June 2009. The Water Agency implements the Stream Maintenance Program under the Manual and permits from regulatory agencies. The Manual was developed by Water Agency staff to provide the organizational framework to oversee routine stream and channel maintenance activities. It identifies best management practices and operations to improve habitat conditions and hydrologic function of Water Agency-maintained streams and channels and to balance the Stream Maintenance Program goals of flood protection, environmental sustainability, and efficient permitting.

Management and operation of the Stream Maintenance Program occurs as an annual cycle with a tight calendar sequence. As required by the Manual and regulatory permits, the work cycle begins with program-wide stream and facilities assessments. These assessments then guide the development of that year's maintenance activities list, project descriptions, designs, and mitigation plans. By May 15 of each year, the Water Agency develops and submits a Stream Maintenance Program workplan notification packet to relevant regulatory agencies. Projects approved by regulatory agencies are then implemented during the maintenance season from June 15 to October 31. The work cycle concludes with the development and submittal of an annual report describing the Stream Maintenance Program work conducted to regulatory agencies by January 31 of the following year.

The Water Agency is authorized to implement the Stream Maintenance Program in compliance with existing environmental laws and regulations under programmatic permit approvals from the North Coast Regional Water Quality Control Board, the San Francisco Bay Regional Water Quality Control Board, the California Department of Fish and Wildlife, National Marine Fisheries Service, the United States Army Corps of Engineers, and the United States Fish and Wildlife Service.

The Stream Maintenance Program addresses three primary maintenance activities: sediment management, vegetation management, and bank stabilization. These core maintenance activities occur mainly in engineered flood control channels but may also occur in other facilities, such as in-channel engineered structures and sediment basins, on an as-needed basis. Maintenance activity impacts are greatly reduced through the avoidance and minimization measures described in the Manual. To address impacts not reduced or avoided through such steps, the Stream Maintenance Program implements a watershed mitigation approach that seeks to first compensate for the impacts at the specific project site (on-site mitigation), then expands to seek watershed opportunities (off-site mitigation). On-site mitigation activities include a robust planting program to develop a fuller riparian corridor, the removal of exotic and invasive species, and the construction of geomorphic features to enhance instream habitat and remove fish migration barriers.

Since 2009, over 113,900 linear feet (21 miles) and 50 acres of engineered flood control channels have been directly managed for sediment removal and on-site native plantings have been installed. Stream Maintenance Program on-site mitigation (direct restoration) has planted over 7,000 native trees and over 28,000 native shrubs and grasses.

### Stream Maintenance Program Off-Site Mitigation

The Stream Maintenance Program implements a watershed mitigation approach to help meet program goals. The Manual and regulatory permits require that the Water Agency enter into agreements with organizations to help mitigate the impacts of Stream Maintenance Program sediment removal and bank stabilization activities off-site. This program, titled the Watershed Partnership Program, requires that the Water Agency contribute at least 10% of its annual sediment removal and bank stabilization costs to other organizations for additional watershed improvements. Area restored is required to be a minimum of 10% of actual area impacted during each flood control maintenance season to offset temporal impacts (time needed for habitat function to be restored following disturbance) of the Stream Maintenance Program's sediment removal and bank stabilization activities. In order to meet the area requirement, the actual cost to the Water Agency may be greater than the minimum dollar contribution requirement. Restored areas must be maintained to meet a 75% success criteria five years after initial implementation. Proposed Program projects are approved as mitigation credit by the regulatory permitting agencies.

Since 2009, the Water Agency has contributed \$1,036,866 to meet off-site mitigation requirements through the Program. The Watershed Partnership Program assists local organizations and landowners to implement projects that improve water quality and restore habitats and ecosystem. Funding is prioritized for projects that also provide an opportunity to reduce sediment loading to flood control channels maintained by the Water Agency. The Water Agency's previous Watershed Partnership Program agreements have been with multiple partners, including Point Blue Conservation Science (formerly The Bay Institute), the Laguna de Santa Rosa Foundation, Sonoma Resource Conservation District, the Center for Social and Environmental Stewardship, and the Sonoma Ecology Center. Watershed Partnership Program projects implemented have included riparian habitat restoration, native plant installation, cattle exclusion fencing, bank stabilization using biological revetments, and non-native plant species removal.

The Watershed Partnership Program has engaged over 1,500 local students and volunteers, helped to restore and enhance over 23 acres of riparian habitat, and installed and managed over 4,000 native trees and plants.

### NEED FOR INCREASED DELEGATED AUTHORITY

The authority delegated to the Water Agency's General Manager to enter into Watershed Partnership Program Agreements approved as mitigation credit by regulating agencies improves the feasibility of meeting the Stream Maintenance Program's work cycle deadlines. This authority also improves the effectiveness of the Stream Maintenance Program at meeting mitigation requirements by saving staff time and reducing costs necessary to manage and operate the Watershed Partnership Program. Mitigation provided by the Watershed Partnership Program helps the Stream Maintenance Program meet its goals, helps ensure permit compliance, provides opportunities to local organizations and provides watershed benefits.

Since 2010, there have been significantly increased project implementation, maintenance, and labor monitoring costs for Program projects. General increases in the costs of goods and services since 2010 have also increased the budgets required to implement Watershed Partnership Program projects that meet Stream Maintenance Program requirements. Increased costs for implementing successful Watershed Partnership Program projects that meet the Stream Maintenance Program mitigation requirements are necessitating agreements above \$50,000.

**RECOMMENDATION**

Water Agency staff recommends that the Board of Directors authorize the General Manager to enter into agreements up to \$75,000 as necessary to meet Stream Maintenance Program mitigation requirements under the Watershed Partnership Program, following review and approval by County Counsel as to form. Not providing authority for the General Manager to enter into agreements up to \$75,000 for mitigation required for the Stream Maintenance Program under the Watershed Partnership Program will make it necessary to bring numerous mitigation agreements to the Board for consideration and approval, even though Water Agency must enter into such agreements to comply with the Stream Maintenance Program mitigation requirements. Allowing the General Manager to execute these agreements will save staff time and reduce the cost of the Stream Maintenance Program.

**Prior Board Actions:**

07/13/2010: Board Authorized the General Manager to enter into agreements up to \$50,000 as necessary to meet mitigation requirements imposed by regulatory agencies in connection with the Sonoma County Water Agency's Stream Maintenance Program, following review and approval by County Counsel as to form.

06/23/2009: Stream Maintenance Program Final EIR Certification and Project Approval

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

County Goal 2: Economic and Environmental Stewardship  
Protect, maintain, and manage parks, public lands, and open space systems that promote recreation, health, and agricultural viability and protect watersheds, promote biodiversity, and contribute to the economic vitality.

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

Strategy 2: Maintain flood control facilities in an environmentally sustainable manner

<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	0	0
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 is not an additional financial impact associated with this item. Funds for the Watershed Partnership Program mitigation activities are included in annual flood zone maintenance activity budgets.			
<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: 6**  
(This Section for use by Clerk of the Board Only.)

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

**Board Agenda Date:** January 24, 2017

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Jeff Church 547-1949

**Supervisorial District(s):**

Fifth

**Title:** Occidental County Sanitation District Wastewater Transport Compliance Project Initial Study and Negative Declaration Establishment of Public Hearing Date

### **Recommended Actions:**

Set a public hearing on the proposed Occidental County Sanitation District Wastewater Transport Compliance Project Initial Study and Negative Declaration for February 16, 2017, at 6:00 p.m. at the Monte Rio Community Center, and appoint Director Hopkins as the public hearing officer.

### **Executive Summary:**

This item recommends that the Sonoma County Water Agency Board of Directors (Board) set a public hearing on the proposed Occidental County Sanitation District (District) Wastewater Transport Compliance Project (Project) Initial Study and Negative Declaration. The proposed public hearing would be held on February 16, 2017, at 6:00 p.m. at the Monte Rio Community Center with Director Hopkins appointed as Board member hearing officer.

### **Discussion:**

The Sonoma County Water Agency (Water Agency) manages eight wastewater treatment districts or zones, including the Occidental County Sanitation District (District). For several years, the District has been under orders from the North Coast Regional Water Quality Control Board (Regional Board) to end discharges of secondary-treated wastewater into Graham's Pond and Dutch Bill Creek. The deadline for compliance with the Regional Board's Order is January 31, 2018.

The District has considered multiple options for compliance, all which have been rejected due to cost, environmental or community concerns. The proposed Project would bring the District into compliance by transporting the District's wastewater to either the Russian River County Sanitation District (RRCSD) or Airport-Larkfield-Wikiup Sanitation Zone (ALWSZ) for treatment and disposal.

In compliance with the California Environmental Quality Act (CEQA), on December 22, 2016, the General Manager authorized the release of an Initial Study/Negative Declaration (IS/ND) on the Project with a 30-

day comment period. In response to comments from the community about the need for additional time to provide input, the General Manager extended the comment period to 60 days. Under the Water Agency's CEQA implementation procedures, Board action is necessary to establish a public hearing and to appoint a hearing officer. Staff recommends that a public hearing be held on Thursday, February 16, 2017, at 6 p.m. at the Monte Rio Community Center, and that Director Hopkins be appointed as hearing officer.

### **Background**

Currently, the District discharges recycled water into Graham's Pond located at the headwaters of Dutch Bill Creek during the summer and to Dutch Bill Creek during the winter. Dutch Bill Creek provides habitat for endangered coho salmon. Cease and Desist Order (CDO) No. R1-2012-0102 from the Regional Board requires the District to comply with the Regional Board's Water Quality Control Plan and provide advanced (tertiary-level) wastewater treatment for the District's discharges to surface waters.

The District currently only treats wastewater to a secondary-level. In order to remedy the problem of discharging secondary-treated effluent to Graham's Pond in the summer and Dutch Bill Creek in the winter, the Regional Board provided a schedule to allow the District time to develop a project to bring the District into compliance with the CDO. The deadline for compliance is January 31, 2018.

The District has worked toward solving its wastewater challenges since the late 1990s. Over the past two decades, at least 15 alternatives have been identified, studied and rejected because they were technically unworkable, did not have community support or were too expensive for the limited number of District ratepayers.

Most recently, the District focused on locating new storage ponds that could hold treated wastewater, and end the use of Graham's Pond for discharge and storage. A site was located, but the cost of building a pipeline to the future pond was prohibitive. The District also explored an option suggested by several community members to replace the existing plant with a more efficient facility that would treat wastewater to a higher level. This alternative would still require the development of additional storage, which is cost prohibitive.

### **Proposed Project**

The Proposed Project would include transporting untreated wastewater to the existing RRCSD Main Lift Station where it would be discharged into the RRCSD collection system for tertiary-level treatment, storage, and disposal at the RRCSD wastewater treatment facility (WWTF).

The RRCSD WWTF currently provides tertiary-treatment of wastewater that surpasses Title 22 tertiary standards and includes ultraviolet disinfection in place of chlorinated disinfection. Tertiary-treated recycled water is used for irrigation during the summer months (May 15 – September 30) at the Northwood Golf Course and land disposal on property adjacent to the RRCSD WWTF. Tertiary-treated recycled water is also discharged into the Russian River at a rate of no more than 1 percent of river flow during the wet season (October 1 – May 14).

By transferring untreated wastewater to the RRCSD for treatment, storage, and disposal, the proposed Project would eliminate discharge of secondary-treated effluent into Graham's Pond (a headwaters to Dutch Bill Creek), and would no longer rely on Graham's Pond for recycled water storage.

In situations where transferring untreated wastewater to the RRCSD is not feasible, including lack of access to RRCSD facilities during flood events, operational limitations including heavy rain events during the irrigation season, or operational malfunctions, untreated wastewater would then be transported to the ALWSZ WWTF. This facility treats wastewater to tertiary-level standards. The recycled water is used to irrigate agricultural lands.

Modifications to the District WWTF would include the minor reconfiguration of existing above-grade piping and valves, and the installation of below-grade piping. Modifications to the District Lift Station would include installation of above- and below-grade piping and appurtenances (including valves and pumps, electrical and control panels), and installation of a truck-filling station in the existing facility turnout to facilitate the filling of tanker trucks with untreated wastewater for transport.

Modifications at the RRCSD Main Lift Station would include minor changes to piping, valves, and electrical systems. A paved driveway and receiving station would be constructed on a vacant parcel owned by RRCSD to facilitate the draining of untreated wastewater from tanker trucks. The receiving station would connect to the RRCSD Main Lift Station through a new below-grade pipe. No facility modifications are proposed at the ALWSZ WWTF.

Water Agency staff prepared an Initial Study and Negative Declaration for the Occidental County Sanitation District Wastewater Transport Compliance Project.

#### **Initial Study and Negative Declaration**

The Initial Study and Negative Declaration evaluates the potential impacts associated with implementing the proposed Wastewater Transport Compliance Project. Areas of analysis include: Aesthetics; Air Quality; Greenhouse Gases; Vegetation and Wildlife Resources; Cultural Resources; Noise; Hydrology, Water Quality; and Recreation. The Initial Study and Negative Declaration also includes an analysis of potential cumulative impacts.

On December 19, 2016, the Water Agency's General Manager authorized release of the Initial Study and Negative Declaration, establishing a 30-day public review period beginning on December 22, 2016 and ending on January 23, 2017 at 5:00 p.m.

Comments received thus far have requested additional time to review the Initial Study and Negative Declaration and that a public hearing be held. In response to these comments, the General Manager extended the public review period to a total 60-day comment period beginning on December 22, 2016, and ending on February 24, 2017, at 5:00 p.m.

Board action is necessary to establish a public hearing and to appoint a hearing officer. Water Agency staff recommends that the Board conduct a public hearing during the public review period to receive public comment on the Initial Study and Negative Declaration. Water Agency staff recommends that the hearing be held on February 16, 2017, at 6:00 p.m. at the Monte Rio Community Center with Director Hopkins appointed as the Board member hearing officer.

Notices of the extension of the public review period for the Initial Study and Negative Declaration, including the extended date of the review period, and the date and time of the proposed public hearing were sent to agencies and individuals on the Project mailing list, agencies and individuals that provided comment on the Notice of Preparation, published in regional and local newspapers, and posted to the Water Agency's website. The Initial Study and Negative Declaration will continue to be available for review at the Water Agency's administrative office (404 Aviation Boulevard, Santa Rosa) and at the Occidental, Guerneville, and Forestville libraries. Printed copies and an electronic version on flash drive of the Initial Study and Negative Declaration are available for purchase at the Water Agency's administrative office and an electronic version is available free of charge on the Water Agency's website.

Following closure of the Initial Study and Negative Declaration, written comments received and verbal comments provided at the public hearing would be considered by the Board of Directors when deciding whether to approve the Initial Study and Negative Declaration for the proposed Project.

**Prior Board Actions:**

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

County Goal 2: Economic and Environmental Stewardship. The Project would improve conditions for endangered salmon in Dutch Bill Creek.

Water Agency Sanitation Goals and Strategies, Goal 1: Meet or exceed environmental regulations and public health standards The Project will bring the District into compliance with state regulations.



<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>			
The costs associated with the public hearing will be accommodated within the existing project budget.			
<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: 7**  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors

**Board Agenda Date:** January 24, 2017

**Vote Requirement:** Majority

**Department or Agency Name(s):** County Administrator, Fire & Emergency Services Department

**Staff Name and Phone Number:**

Al Terrell / 565-1152

**Supervisorial District(s):**

**Title:** Extension of the Proclamation of Local Emergency Due to Winter Storm Damage

### **Recommended Actions:**

Adopt a Resolution Ratifying the Supplemental Proclamation of Local Emergency due to the Winter Storm Double Crest Event made by the County Administrator/Director of Emergency Services on January 13, 2017, extending the emergency for 30 days, authorizing a request to the Governor for the proclamation of a Statewide emergency, and approving a waiver of permit fees for repair work related to the Winter Storm Double Crest event.

### **Executive Summary:**

This item requests the Board of Supervisors to extend the proclamation of local emergency by the County Administrator/Director of Emergency Services in the Sonoma County Operational Area due to damages arising from the winter storms that began on Saturday, January 7, 2017, which caused power outages, storm damages, mud slides, and creek, stream and river flooding. This included a double crest of the Russian River which reached 37.8 feet at Guerneville on January 11, the highest crest in over 10 years. Sonoma County Code Section 10-5 provides authority for the County Administrator/Director of Emergency Services to issue a proclamation of local emergency if the Board of Supervisors is not in session, subject to ratification by the Board within 7 days. On January 8, 2017, at approximately 3:30 p.m., a Proclamation of Existence of a Local Emergency By County Administrator was adopted and ratified by the Board on January 10, 2017. On January 13, 2017, The County Administrator/Director of Emergency Services signed a supplemental proclamation asking for a Gubernatorial Proclamation for statewide assistance and an order to waive permit fees to repair damages related to the Winter Storm Double Crest event. Specifically, we are also asking the Board to request Governor Brown to make available California Disaster Assistance Act for the Sonoma County Operational Area.

### **Discussion:**

The winter storm began with heavy rains on Saturday, January 7, 2017. In response, the Emergency Operations Center (EOC) was activated at approximately 12:00 p.m. on Sunday, January 8, 2017, to assist with managing the impacts of the heavy rains and flooding. On Sunday afternoon, the County

issued advisory evacuation notices to the low lying areas of Monte Rio and Guerneville. The Russian River reached and exceeded flood stage (32 feet) beginning at 1 am on Monday, January 9, and remained above flood stage until 7 pm on January 12. The Flooding included two crests, with the second, higher, crest reaching 37.8 feet, the highest level observed since 2006. Shelter was made available at the Santa Rosa Veterans Building, with transportation provided from the Russian River area. On Sunday, PG&E reported that approximately 10,640 Sonoma County homes were without power, primarily in the West County and some smaller areas in North Eastern Santa Rosa. Through Monday afternoon, PG&E had restored power to over 15,500 households, with approximately 3,300 remaining without power. The County has responded to numerous road closures due to fallen trees, static water rescues, landslides and flooding, and residents have been encouraged to report obstructions, use caution and observe detour routes.

The County Administrator/Director of Emergency Services issued a Proclamation of Existence of Local Emergency in Sonoma County Operational Area on Sunday, January 8, 2017, in anticipation of potential impacts from a winter storm beginning January 7, 2017. Extending the Proclamation will continue the local emergency and make available to the County/Operational Area state and local mutual aid and allow for any state emergency funding if it is made available.

The County Administrator/Director of Emergency Services has directed county officials to begin working to assess damages. Additionally, residents who have experienced damages have been asked to report them via SoCo Report It or through 2-1-1. This information will be referred to the Permit and Resource Management Department (PRMD) or the appropriate agency. Preliminary estimates by the Department of Transportation and Public Works indicate \$5-\$10 million in road damages prior to the second wave of storms that began on January 18. In addition, potential damage at other facilities is under assessment. These numbers will be refined over the coming weeks as a technical evaluation is completed. PRMD has performed nearly 500 Rapid Evaluation Safety Assessments, issuing 10 red tags (entry prohibited), and 11 yellow tags (restricted entry), resulting in over \$860,000 in private party damages.

As in prior emergencies, the proposed resolution also includes a waiver of County permitting fees for the repair of damages in order to assist with timely recovery from the statewide winter storm. The waiver would be in place for permits initiated by April 30, 2017, unless the Board decides to extend further. Budgetary adjustments associated with any waived permit fees will be included in future quarterly consolidated budget adjustments.

Staff recommends that the Board extend the CAO/Director of Emergency Services proclamation of local emergency in order to extend the proclamation by an additional 30 days. This emergency proclamation lasts for a duration of 30 days and may be extended by the Board for additional 30 day periods. When conditions improve, staff will request the Board formally terminate the emergency.

**Prior Board Actions:**

January 10, 2017 – Adopted a Resolution Ratifying the Proclamation of Local Emergency due to the Winter Storm Event.

<b>Strategic Plan Alignment</b> Goal 1: Safe, Healthy, and Caring Community			
Issuing a proclamation of local emergency helps to ensure the safety of the community by alerting residents to the current emergency and helping to advise that residents heed warnings and notifications.			
<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 Specific budget actions are requested through this item. Staff from PRMD will update on expected revenue loss due to the fee waiver in the midyear consolidated budget adjustments. Expenses are being logged to ensure that reimbursement can be received if State funding is made available.			
<b>Staffing Impacts</b>			
<b>Position Title</b> (Payroll Classification)	<b>Monthly Salary Range</b> (A – I Step)	<b>Additions</b> (Number)	<b>Deletions</b> (Number)
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
None.			
<b>Attachments:</b>			
Attachment A: Resolution Ratifying the Supplemental Proclamation of Local Emergency Attachment B: Supplemental Proclamation of Local Emergency by County Administrator			
<b>Related Items "On File" with the Clerk of the Board:</b>			
None.			



County of Sonoma  
State of California

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Date: January 24, 2017

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

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

Santa Rosa, CA 95403

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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, Ratifying The County Administrator/Director of Emergency Services Supplemental Proclamation Of The Existence Of A Local Emergency In The Sonoma County Operational Area Due To The 2017 Winter Storm Double Crest Event, Extending the Emergency For 30 Days and Waiving Permit Fees For Repair Work**

**Whereas**, California Government Code section 8630 and the Sonoma County Code Section 10.5, empower the County Administrator/Director of Emergency Services to proclaim the existence of a local emergency when Sonoma County is affected or likely to be affected by a public calamity, subject to ratification by the Board of Supervisors at the earliest practicable time; and

**Whereas**, said County Administrator found that conditions of extreme peril to the safety of persons and property had arisen within said County caused by the winter storm event starting on January 7, 2017, including the threat of flooding of the Russian River due to winter storms which necessitated the issuance of proclamation of a local emergency on January 8, 2017 at 3:30 p.m.; and

**Whereas**, the Board of Supervisors of the County of Sonoma ratified said proclamation of Local Emergency on Tuesday, January 10, 2017; and

**Whereas**, conditions of extreme peril continue to exist including hazardous geologic conditions, road closures, highway damage, mudslides, debris deposits and utility outages caused by the heavy rains which constitute an imminent threat to public health and safety;

**Whereas**, another series of storms hit the area beginning January 18 with atmospheric river conditions;

**Whereas**, the County Administrator/Director of Emergency Services determined that the locally available resources are inadequate to cope with the emergency and that it is necessary to request that the Governor proclaim a statewide emergency;

**Whereas**, the Chief Building Official has recommenced a fee waiver for permit fees for repair work relating to the 2017 Winter Storm Double Crest Event; and

**NOW, THEREFORE, IT IS PROCLAIMED AND ORDERED**, that the Supplemental Proclamation of Existence of a Local Emergency, as issued by the County Administrator on January 13, 2017, at 5:30 p.m., and continuing since that date due to the 2017 Winter Storm Double Crest Event, is hereby ratified by the Board of Supervisors and extended for 30 days; and

**IT IS REQUESTED** that the Governor of the State of California proclaim a Statewide Emergency, waive regulations that may hinder response and recovery efforts and make available California Disaster Assistance Act provisions for the Sonoma County Operational Area; and

**IT IS FURTHER PROCLAIMED AND ORDERED** that in order to provide relief to property owners affected by the winter storm event and to incentivize permitted work, the Board orders that County of Sonoma permit fees for repair work related to the 2017 Winter Storm Double Crest Event initiated by April 30, 2017 shall be waived; and

**IT IS FURTHER PROCLAIMED AND ORDERED**, that during the existence of this local emergency, the powers, functions and duties of the County Administrator and the emergency management organization of the Sonoma County Operational Area shall continue to be those prescribed by Federal law; State law; by ordinances, resolutions and the Code of the County of Sonoma; and by the Sonoma County/Operational Area Emergency Operations Plan approved by the Board of Supervisors; and

**IT IS FURTHER PROCLAIMED AND ORDERED**, pursuant to Government Code section 8630, the Board of Supervisors shall review the need for continuing this local emergency at least once every thirty days until the Board of Supervisors terminates the local emergency; and

**IT IS FURTHER PROCLAIMED AND ORDERD** that a copy of this proclamation be forwarded to the State Director of the Office of Emergency Services and all State and Federal legislators representing the County of Sonoma.

**Supervisors:**

Gorin:                      Rabbitt:                      Gore:                      Hopkins:                      Zane:

Ayes:                                  Noes:                                  Absent:                                  Abstain:

**So Ordered.**



County of Sonoma  
State of California

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**SUPPLEMENTAL PROCLAMATION OF EXISTENCE OF A LOCAL  
EMERGENCY BY COUNTY ADMINISTRATOR**

In the Matter of )  
Proclaiming the Existence of )  
a Local Emergency of flooding )  
of the Russian River for the )  
2017 Winter Storm Double Crest Event)

**Whereas**, Section 10.5, Chapter 10 of the Sonoma County Code, empowers the County Administrator/Director of Emergency Services to proclaim the existence of a local emergency when said county is affected or likely to be affected by a public calamity and the Board of Supervisors is not in session, subject to ratification by the Board of Supervisors at the earliest practicable time; and

**Whereas**, said County Administrator found that conditions of extreme peril to the safety of persons and property had arisen within said County caused by the winter storm event starting on January 7, 2017, including the threat of flooding of the Russian River due to winter storms which necessitated the issuance of proclamation of a local emergency on January 8, 2017 at 3:30 p.m.

**Whereas**, the Board of Supervisors of the County of Sonoma ratified said proclamation of Local Emergency on Tuesday, January 10, 2017; and

**Whereas**, conditions of extreme peril continue to exist including hazardous geologic conditions, road closures, highway damage, mudslides, debris

deposits and utility outages caused by the heavy rains which constitute an imminent threat to public health and safety;

**Whereas**, another storm is expected to hit the area by Wednesday, January 18, 2017, with another atmospheric river;

**Whereas**, the County Administrator has now determined that the locally available resources are inadequate to cope with the emergency and that it is necessary to request that the Governor proclaim a statewide emergency;

**Whereas**, the Chief Building Official has recommended a fee waiver for permit fees for repair work relating to the 2017 Winter Storm Double Crest Event; and

**NOW, THEREFORE, IT IS PROCLAIMED** that the extraordinary rainfall throughout the County from the 2017 Winter Storm Double Crest event has resulted in extreme peril, created hazardous conditions and resulted in damages throughout the County, including but not limited to, a mudslide in the Guernewood Park area.

**IT IS FURTHER PROCLAIMED** that the locally available resources are inadequate to cope with the emergency, that the emergency continues to exist throughout said County and that a request to the Governor is needed to proclaim a Statewide emergency.

**IT IS FURTHER PROCLAIMED AND ORDERED** that in order to provide relief to property owners affected by the winter storm event and to incentivize permitted work, the County Administrator approves a waiver of County of Sonoma permit fees for repair work related to the 2017 Winter Storm Double Crest Event, subject to ratification by the Board of Supervisors.

**IT IS FURTHER PROCLAIMED AND ORDERED** that during the existence of said local emergency the powers, functions, and duties of the County Administrator and the Emergency Organization of this County shall be those prescribed by State law and the ordinances, resolutions, and approved plans of the County of Sonoma in order to mitigate the effects of said local emergency; and



**IT IS FURTHERED PROCLAIMED AND ORDERED** that this proclamation supplements the proclamation made on January 8, 2017 and ratification by the Board of Supervisors by Resolution on January 10, 2017, and that said local emergency shall be deemed to continue to exist until its termination is proclaimed by the Board of Supervisors of County of Sonoma, State of California.

**SIGNED AND SUBSCRIBED** at 5:30 p.m., this 13th day of January, 2017.



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Sheryl Bratton,  
County Administrator/Director of  
Emergency Services



## County of Sonoma Agenda Item Summary Report

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

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

**To:** Board of Supervisors

**Board Agenda Date:** January 24, 2017

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Bruce Goldstein, County Counsel, (707) 565-2421  
Robert Pittman, Assistant County Counsel, (707)  
565-2421

**Supervisorial District(s):**

All

**Title:** Restructure of County Counsel Administrative Support Staff

### **Recommended Actions:**

Adopt a Resolution to amend the position allocation list of the County Counsel's Office to add 1.0 full-time equivalent Department Analyst and delete 1.0 full-time equivalent Accounting Technician, effective January 24, 2017.

### **Executive Summary:**

The growing complexity of legal work and administrative demands has created a high need in the County Counsel's Office to increase its administrative support capacity. The Office has worked to manage with existing staff but is no longer able to timely handle and manage its fiscal and administrative workload. Currently, the Administrative Services Officer (ASO) serves as the sole administrative support for the department, with the receptionist performing Enterprise Financial System work, an Accounting Technician to handle payroll, accounts payable, and accounts receivables, and a new Administrative Coordinator position that is still vacant. Deleting the Accounting Technician position (which is currently vacant) and adding a Department Analyst will strengthen the Office's overall programmatic and fiscal analytic capacity. The proposed position is also needed to provide high level executive assistant support to the County Counsel as no such designated position currently exists.

### **Discussion:**

**Background:** During the past year, the County Counsel's Office has implemented several staffing changes to strategically position itself to retain more litigation matters in-house and more effectively serve the County's legal needs. These changes including hiring two new litigation deputies and expanding the litigation support infrastructure. As part of this, a Legal Secretary and Administrative Coordinator were added, and office administrative functions are in the process of being moved from Legal Secretaries, enabling them to focus on legal support, and consolidated under the new Administrative Coordinator (once the position is filled).

The addition of a Department Analyst will: (i) provide critical organizational support for the County Counsel; (ii) expand analytic support for litigation and other programs; (iii) enable County Counsel to improve the level of service it provides to all County departments and agencies; and (iv) free the ASO and Assistant County Counsel to focus on long-term goals and initiatives for both the County Counsel's Office and the County as a whole. The position would also help provide succession planning for the eventual transition of the Administrative Services Officers (ASO).

Discussion: The County Counsel's Office currently has an administrative support staff consisting of an Administrative Services Officer (ASO), an Accounting Technician, a Receptionist, and a new Administrative Coordinator that has not yet been filled. This administrative staff structure is inadequate to perform the necessary work for a department of County Counsel's size. The department has been trying to manage with existing staff, but the lack of adequate administrative staff and analytical capacity causes inefficiencies in handling and managing fiscal and administrative workload. Currently the receptionist performs Enterprise Financial System work, and there is only an Accounting Technician to handle payroll, accounts payable and accounts receivable. While the Board approved the addition of an Administrative Coordinator at FY 15-16 third quarter consolidated budget adjustments, the recruitment for that position was unsuccessful and failed to attract candidates with the expertise to perform the analytic and project support work required by the department.

The lack of administrative staff providing analytical support has placed an undue burden on both the ASO and the Assistant County Counsel, often requiring them to focus on tasks that could be more efficiently handled by a Department Analyst rather than concentrating on the department's long term strategic goals and initiatives. The County Counsel's Office is requesting Board approval to delete the Accounting Technician position, which just recently became vacant and whose tasks can be assumed by the Administrative Coordinator along with higher-level tasks consolidated from legal administrative support team, and add a Department Analyst. The addition of this position will significantly boost the Office's overall administrative capacity necessary to track performance, perform essential administrative support services, and increase capacity to perform fiscal and programmatic analysis. This would include better tracking of attorney workload with higher level of statistical detail allowing us to gauge areas of need. This position is also needed to provide high level executive assistant support to the County Counsel as no such designated position currently exists. County Counsel anticipates re-advertising for the Administrative Coordinator, which will assume the more administrative duties previously handled by the Accounting Technician and legal support staff. The Department Analyst would be expected to take on the more technical functions of the Accounting Technician as well as perform some tasks currently being handled by the ASO, the Assistant County Counsel, or other support staff in the County Counsel's Office. These tasks include:

1. Preparing monthly financial and client service data and cost spreadsheets to assure the department is meeting its service goals consistent with budget constraints and controls;
2. Acting as Department Liaison for Health and Safety functions including preparation of relevant forms and reports;
3. Performing ergonomic assessment and reporting;
4. Collecting and analyzing data from departmental and external records, reports, documents, informational surveys, and contracts;

5. Providing high level executive assistant support to the County Counsel as no such designated position currently exists;
6. Working with department's case management and reporting software and with the time and billing software; and
7. Tracking outside counsel contracts and conflicts information.

The new position will add a layer of administrative support that the County Counsel's Office currently lacks. The Administrative Services Officer currently handles all the departmental software and troubleshooting. With assistance of this new position, there will be additional help managing the necessary software. Also, a legal assistant is currently handling representation for health and safety issues and attending meetings. This new position will take over that workload freeing up the legal assistant for litigation support work necessary to reduce outside counsel costs. The additional annualized cost for the Department Analyst will be funded through a small increase in County Counsel's General Fund allocation and an increase in County Counsel's billing rate for legal services.

**Prior Board Actions:**

Quarter 3 Consolidated Budget Adjustment (May 10, 2016): Board authorized addition of Administrative Coordinator position and an additional Legal Secretary position for County Counsel.

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

This action leads to a more professionally managed organization that is fiscally responsible and better supports county 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	\$47,873	\$149,078	\$149,078
Additional Appropriation Requested	0		
<b>Total Expenditures</b>	<b>\$47,873*</b>	<b>\$149,078**</b>	<b>\$149,078**</b>
<b>Funding Sources</b>			
General Fund/WA GF	11,968	\$37,269.50	\$37,269.50
State/Federal			
Fees/Other	35,905	\$111,808.50	\$111,808.50
Use of Fund Balance			
Contingencies			
<b>Total Sources</b>	<b>\$47,873</b>	<b>\$149,078</b>	<b>\$149,078</b>
<b>Narrative Explanation of Fiscal Impacts:</b>			
<p>*The increased costs of the Department Analyst for FY16/17 will be off-set by the salary savings realized from the position being vacant for 2 months.</p> <p>**For FY 17/18 and FY 18/19, the difference in annualized cost between the Accounting Technician position and Department Analyst position (\$30,436) will be partially funded by the General Fund.</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>
Accounting Technician	\$3,934.22-\$4,782.98	0	1
Department Analyst	\$5,447.38-\$6,621.39	1	0
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
<b>Attachments:</b>			
Resolution amending the Allocation List for the County Counsel's Office			
<b>Related Items "On File" with the Clerk of the Board:</b>			



County of Sonoma  
State of California

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Date: January 24, 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, Amending The Department Allocation List For The County Counsel's Office To Reflect The Addition Of 1.0 Full-Time Equivalent Department Analyst And The Deletion Of 1.0 Full-Time Equivalent Accounting Technician, Effective January 24, 2017.**

**Whereas**, the growing complexity of legal work and administrative demands has created a high need in the County Counsel's Office to increase its administrative support capacity; and

**Whereas**, during the past year, the County Counsel's Office has implemented several staffing changes to strategically position itself to retain more litigation matters in-house and more effectively serve the County's legal needs, including adding two new litigation deputies and expanding the litigation support infrastructure and removing office administrative functions from Legal Secretaries, enabling them to focus on legal support; and

**Whereas**, the current administrative staff structure in the County Counsel's Office is inadequate to perform the necessary work for a department of County Counsel's size; and

**Whereas**, the Administrative Services Officer (ASO) currently serves as the sole administrative support for the department, with the receptionist performing Enterprise Financial System work, an Accounting Technician to handle payroll, accounts payable, and accounts receivables, and a new Administrative Coordinator position that is still vacant; and

**Whereas**, the lack of administrative staff providing analytical support has placed an undue burden on both the ASO and the Assistant County Counsel, often requiring them to focus on tasks that could be more efficiently handled by a Department Analyst rather than concentrating on the department's long term strategic goals and initiatives; and

**Whereas**, the addition of a Department Analyst will: (i) provide critical organizational support for the County Counsel; (ii) expand analytic support for litigation and other programs; (iii) enable County Counsel to improve the level of service it provides to all

County departments and agencies; (iv) free the ASO and Assistant County Counsel to focus on long-term goals and initiatives for both the County Counsel's Office and the County as a whole; and (v) help provide succession planning for the eventual transition of the Administrative Services Officers (ASO); and

**Now, Therefore, Be It Resolved** that the Department Allocation List of the County Counsel's Office is hereby revised as follows:

Budget Index	Job Class	Class Title	Existing Positions In Class	Change in Position Allocation	New Total Allocation For Class	Duration/End Date	Salary Range
07010100	0826	Department Analyst	0.00	1.00	1.00	Ongoing	5447
07010100	0404	Accounting Technician	1.00	(-1.00)	0.00	Ongoing	3934

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

**To:** Board of Supervisors of the County of Sonoma

**Board Agenda Date:** January 24, 2017

**Vote Requirement:** Majority

**Department or Agency Name(s):** Office of the County Counsel

**Staff Name and Phone Number:**

Bruce Goldstein 565-6118

**Supervisorial District(s):**

First, Fourth, Fifth,

**Title:** Amendment to Appointments to Northern Sonoma County Air Pollution Control District

### **Recommended Actions:**

Adopt a Resolution of the Board of Supervisors rescinding Resolution No. 16-0393 and designating two County Board of Supervisors as the members that shall sit on the Board of Directors of the Northern Sonoma County Air Pollution Control District.

### **Executive Summary:**

On October 11, 2016, the Board of Directors of the Northern Sonoma County Air Pollution Control District ("District") adopted a resolution directing the Air Pollution Control Officer ("APCO") to formally invite the cities of Cloverdale and Healdsburg, and the town of Windsor, to each hold a seat on the Air District Board of Directors. Concurrently, your Board of Supervisors, by resolution, supported the District Board in such effort and designated Supervisors from Districts 4, 5 and 1, which are within the District territory, to sit on the District Board of Directors. In addition your Board would pick a Supervisor, if one or three Cities chose to join the Air District Board, to insure an odd number of total seats.

Subsequently all three cities have indicated that they will each appoint a member to hold a seat of the District Board of Directors.

State law provides discretion for the County and Cities to select their own representatives, but emphasizes that the District Board composition shall reflect, to the extent feasible and practicable, the geographic diversity and population variation in the Air District. In the spirit of this directive, and given the flexibility of the supporting statute, the County may re-assess and tailor its initial member contributions in Resolution No. 16-0393. The County now proposes to designate two County Supervisors as representatives (instead of three or four). These two supervisors, plus the cities' three representatives, will also provide for a desirable odd number of District Board members. Therefore, it is proposed that this new resolution shall designate two County Supervisors, and thereby make it necessary to rescind the previous Resolution No. 16-0393.



**Discussion:**

The District is an independent air district that is separate agency of the state. The District Board has the authority to set the overall policy and to execute the general powers granted to the District. (See Health & Safety Code sections 40700 *et seq.* and see Government Code sections 53000 *et seq.*) Currently the District Board is comprised solely of the five (5) members of the Board of Supervisors.

These powers include appointing the Air Pollution Control Officer (APCO), determining the compensation of the Air Pollution Control Officer and all other staff, and adopting the Air District's budget. Generally the District Board is responsible for directing the fundamental policy and governance of the Air District, as well as development of Air District regulations for the enforcement and implementation of local, state, and federal rules pertaining to air quality. The District Board has many responsibilities and powers defined in state law, and can regulate any owner or operator of any air pollution emission source, except a noncommercial vehicular source, pursuant to Health & Safety Code section 40910.

In the mid- 1990's, legislation was passed to allow for cities to participate in air districts, and to allow air districts to contract with Counties for services. These state laws were intended to allow cities located within the Air District to play a more prominent role in air district activities, including funding activities, governance and public health related decisions. City participation was based on the population of the incorporated areas within a county reaching a certain threshold (greater than 35% of residents living within incorporated areas).

Since that time, Sonoma County residents as a whole (and residents within only the portion of Sonoma County within the Air District, specifically, the Cities of Cloverdale and Healdsburg and the Town of Windsor) reside in numbers above the threshold (greater than 35% live within incorporated areas). When the population of the incorporated areas reaches this size, city participation should be invited as set forth in Health & Safety Code section 40100.5. That sections designates that "the membership of the governing board of each county district shall include (1) one or more members who are mayors, city council members, or both, and (2) one or more members who are county supervisors."

Based on this population increase, and the fact that the Air District manages many grants and fees programs, enforces state laws against private and public entities, and has permitting authority over many activities within its boundaries, the Air District Board of Directors, by resolution on October 11, 2016, directed the current APCO to formally invite the Cities of Cloverdale and Healdsburg and the Town of Windsor to join the Air District Board of Directors, as these are the only cities located wholly, or partially, within the Air District boundaries.

The Board of Supervisors concurrently passed Resolution No. 16-0393 supporting the APCO's efforts and designated the County Board of Supervisors from Supervisorial Districts 1, 4, and 5, whose supervisorial districts encompass the Air District, as the members that shall sit on the Board of Directors of the Northern Sonoma County Air Pollution Control District, and left open a selection of a fourth supervisor annually, if only one or three Cities chose to join the Air District Board.

County Supervisorial Districts 4 and 5 comprise nearly the entire Air District territory, with only a very small portion of District 1 being inside the Air District. Supervisorial Districts 2 and 3, and the majority of 1, are completely outside of the Air District and under the legal purview of another Air District; the Bay Area Air Quality Management District. Given those demographics and since state law provides that the governing board composition shall reflect, to the extent feasible and practicable, the geographic diversity and population variation in the Air District, staff recommended, and the County Board of Supervisors adopted, the designation of supervisors from Districts 4, 5 and 1 to sit on the Board of Directors.

After Resolution No. 16-0393 was adopted and all three cities indicated they would appoint a member to the District Board of Directors, the District and County staff re-assessed the County contribution of 3 or 4 supervisors as District Board representation and concluded that two County Supervisors was most prudent.

County staff now request that the Board of Supervisors of the County of Sonoma take the following action:

1. Designate two County Board of Supervisors, as the members that shall sit on the Board of Directors of the Northern Sonoma County Air Pollution Control District.

**Prior Board Actions:**

October 11, 2016 resolution number No. 16-0393 reflecting that the County Supervisors from Supervisorial Districts 1, 4, and 5 shall sit on the Board of Directors of the Northern Sonoma County Air Pollution Control District, and left open a selection of a fourth supervisor annually, if only one or three Cities chose to join the Air District Board of Directors.

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

Protecting air quality and public health by implementing and developing programs to mitigate the negative impacts of air pollution.

<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>			
Resolution of the Board of Supervisors of the County of Sonoma NSCAPCD Boundary Map			
<b>Related Items “On File” with the Clerk of the Board:</b>			



County of Sonoma  
State of California

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Date: January 24, 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, rescinding Resolution No. 16-0393 and designating two County Board of Supervisors as the members that shall sit on the Board of Directors of the Northern Sonoma County Air Pollution Control District.**

**Whereas,** the Northern Sonoma County Air Pollution Control District (“District”) is an independent air district that is a separate agency of the state; and

**Whereas,** City participation in air district boards is triggered in state Statute when greater than 35% of the population of the county live within its incorporated areas; and

**Whereas,** the District Board of Directors formally invited the Cities of Cloverdale and Healdsburg, and the Town of Windsor to each hold a seat on the District Board of Directors; and

**Whereas,** the Board of Supervisors of the County of Sonoma adopted a resolution on October 11, 2016, resolution number No. 16-0393, reflecting that three (3) members of the Board of Supervisors would be appointed to sit as members of the amended District Board of Directors and a fourth (4<sup>th</sup>) Supervisor would be appointed if an odd number of cities accepted the invitation to hold a seat on the District Board of Directors;

**Whereas,** the Cities of Cloverdale and Healdsburg, and the Town of Windsor have each now indicated that they will each appoint a member to hold a seat on the District Board of Directors; and

**Whereas,** the Board of Supervisors has determined that designating two County Supervisors to the District Board will sufficiently represent the demographics of the District; and;

**Whereas,** the legal boundaries of the District are wholly comprised of

Resolution #

Date:

Page 2

Supervisorial Districts 4 and 5, and a small portion of Supervisorial District 1; and

**Now, Therefore, Be It Resolved:** that the Board of Supervisors of the County of Sonoma names Supervisors \_\_\_\_\_ and \_\_\_\_\_ to be members of the amended District Board of Directors.

**Also, Be It Resolved:** that this resolution rescinds Resolution 16-0393.

**Supervisors:**

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

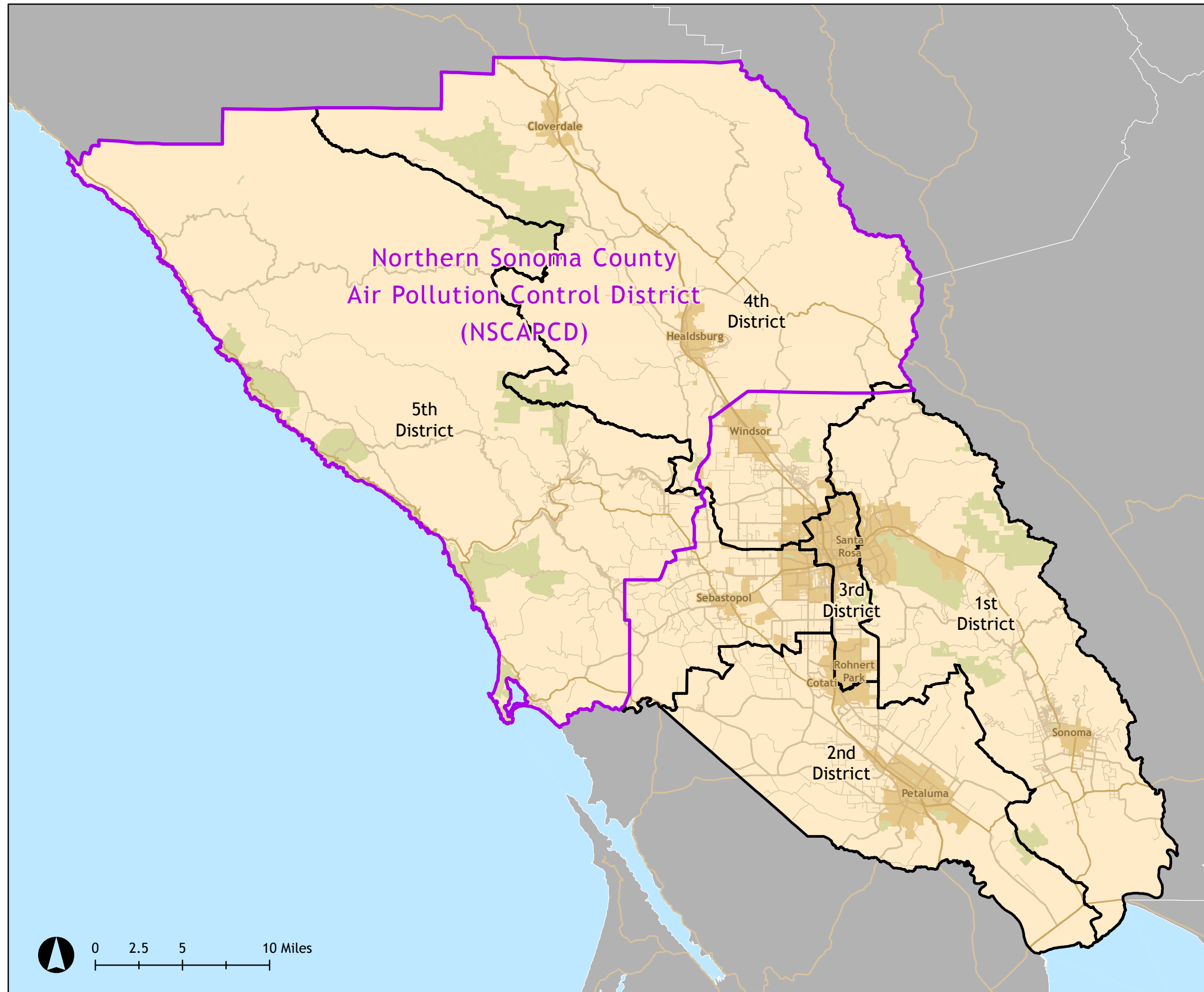
Noes:

Absent:







Abstain:

**So Ordered.**

# Northern Sonoma County Air Pollution Control District (NSCAPCD)



Legend:

-  NSCAPCD Boundary
-  Supervisorial Districts
-  PublicLands
-  City Limit
-  Sonoma County
-  Outside County

Transportation & Public Works  
County of Sonoma, May, 2016



## County of Sonoma Agenda Item Summary Report

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

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

**To:** Sonoma County Board of Supervisors

**Board Agenda Date:** January 24, 2017

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

William F. Rousseau, 707-565-1876

**Supervisorial District(s):**

All

**Title:** Consolidation of March 7, 2017 Special Elections

### **Recommended Actions:**

Adopt the resolution authorizing consolidation of any local elections where the governing bodies have submitted a request for consolidation, as required by Elections Code § 10400, and ordered measures to be placed before the voters on March 7, 2017.

### **Executive Summary:**

Election dates in California are established by Elections Code § 1000. Subsection (b) of said section establishes March 7, 2017, as a date on which local jurisdictions may hold special elections. When multiple elections are called on the same day, in the same territory or in territory that is in part the same, Elections Code § 10400 permits the consolidation of those elections. The County of Sonoma and one local health care district have each called elections in their areas for the March 2017 election date and have requested consolidation as authorized by state law. The primary purpose of consolidating elections is to maximize utilization of resources needed (i.e.: avoid duplication) which may result in overall cost savings.

### **Discussion:**

The costs of the elections are shared between the entities involved pursuant to Elections Code §10416. The full costs of conducting these elections will be billed to the involved jurisdictions following the election.

Copies of resolutions received in this office from local agencies/special districts wishing to consolidate with the Consolidated Special Election are on file with the clerk.

As of December 9, 2016, the consolidation deadline, two jurisdictions, County of Sonoma and Sonoma Valley Healthcare District, requested consolidation of measures they respectively placed on the March 7, 2017, ballot.

<b>Prior Board Actions:</b>			
12-6-17 Board adopted Resolution 16-0462 calling a Special Election to a Proposed Ordinance Imposing a Cannabis Business Tax and ordering that the Election be Consolidated with the Special Election on March 7, 2017.			
<b>Strategic Plan Alignment</b> Goal 4: Civic Services and Engagement			
By conducting elections for local jurisdictions we provide a civic service that also enables voter participation.			
<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	750,750		
Additional Appropriation Requested			
<b>Total Expenditures</b>	750,750		
<b>Funding Sources</b>			
General Fund/WA GF	750,750		
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
<b>Total Sources</b>	750,750		
<b>Narrative Explanation of Fiscal Impacts:</b>			
Costs of the consolidated elections are shared among all entities involved. The estimated cost of the Special Election is \$750,750. Each jurisdiction requesting consolidation with the Special Election will pay a pro-rata share of the costs associated with conducting the election.			
<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)



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

**Attachments:**

Resolution.  
Copies of resolutions from County of Sonoma and Sonoma Valley Health Care District.

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



County of Sonoma  
State of California

Date: January 24, 2017

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

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, authorizing consolidation of any election which may be held on Tuesday, March 7, 2017, in the same territory or in territory that is in part the same, with the consolidated Special Election.**

**Whereas**, Election Code § 1000(b) establishes Tuesday, March 7, 2017, as the scheduled election date for a local Special Election; and

**Whereas**, Elections Code § 10400, provides that when two or more elections for local jurisdictions are called to be held on the same day, in the same territory, or territory that is in part the same, they may be consolidated upon the order of the governing body;

**Now, Therefore, Be It Resolved** that the Board of Supervisors does hereby authorize the consolidation of any election held on Tuesday, March 7, 2017, with the Special Election provided that the local jurisdiction calling the election pay its direct and pro-rata share of the costs incurred throughout the conduct of said election.

**Supervisors:**

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**



County of Sonoma  
State of California

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

ATTEST: DEC 07 2016

SHERYL BRATTON, Clerk/Secretary  
BY C. Woodson  
DEPUTY CLERK/ASST. SECRETARY

Date: December 6, 2016

Item Number: 41

Resolution Number: 16-0462



Unanimous Vote  
Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,  
Declaring an Emergency and Calling a Special Election to Submit to the Voters of Sonoma  
County a Proposed Ordinance Imposing a Cannabis Business Tax on Commercial Cannabis  
Business in Unincorporated Sonoma County, and Ordering that the Election be Consolidated  
with the Special Election to be Conducted on March 7, 2017**

**Whereas**, the Board of Supervisors, by its Resolution No. 16-0462 has introduced, read the title of, and waived further reading of a business license tax ordinance, as authorized by Revenue and Taxation Code §7284, and will consider the passage of such ordinance at its meeting on December 13, 2016; and

**Whereas**, Article 13 C, §2(b) of the California Constitution requires that the imposition of such tax be approved by a majority of the county electorate; and

**Whereas**, the County of Sonoma ("County") promotes a strong quality of life by providing general services to local residents to protect public health and safety, including: fire and police protection, emergency response, health services, housing, roads, and environmental protection; and

**Whereas**, the Board of Supervisors is considering the adoption of a zoning ordinance to legalize but regulate medical cannabis cultivation and related medical cannabis support uses within unincorporated Sonoma County; and

**Whereas**, the Board is also considering the adoption of an ordinance to establish regulations and require health permits for medical cannabis dispensaries and edible medical cannabis product manufacturing sites; and

**Whereas**, on November 8, 2016 the voters of California adopted Proposition 64 which legalized the use of cannabis for adult use and established a maximum cultivation allowance of 6 plants for personal use. The Proposition allows for local control of adult use cannabis land uses, and reasonable regulation of personal cultivation of up to 6 plants per residence. This Board is likely to consider expanded regulations for non-

2. The Board of Supervisors hereby orders that said election of the measure shall be consolidated with the special election to be held on that date.

3. The measure shall be submitted to the voters in the following form:

Shall an ordinance be adopted imposing a cannabis business tax in unincorporated Sonoma County on cultivation up to \$38 per square foot (annually adjusted by CPI increases) or 10% on gross receipts, and on other cannabis businesses up to 10% on gross receipts, to fund essential county services such as addressing industry impacts, public safety, fire, health, housing, roads, and environmental protection, with funds staying local and subject to audits, generating undetermined revenue until repealed?	Yes
	<hr/> No

4. As required by law, the full text of the measure shall be printed in the information pamphlet provided to voters. The full text of the measure is entitled "An Ordinance of the Board of Supervisors of the County of Sonoma, State of California, Imposing a Cannabis Business Tax on Commercial Cannabis Business" and is attached hereto as Exhibit A.

5. The County Clerk is hereby authorized, instructed, and directed to provide and furnish any and all official ballots, notices, printed matter, and all supplies, equipment, and paraphernalia that may be necessary in order to properly and lawfully conduct an election.

6. The County Clerk is hereby further directed to take the necessary and appropriate actions to provide the necessary election officers, polling places, and voting precincts.

7. In accordance with the provisions of the Elections Code, the County Counsel is authorized to prepare an impartial analysis of the measure, and Supervisors Carrillo and/or Zane are authorized and directed to submit an argument in favor of the measure and a response to any argument in opposition to the measure on behalf of the entire Board of Supervisors.

8. The polls for said election shall be open during the hours required by law and said election, with respect to the foregoing ballot measure, shall be conducted as provided by law for the holding of County initiative elections.

9. Notice of time and place of holding said election, together with any other notices required by law, shall be given by the County Clerk.

Exhibit A

ORDINANCE NO. (    )

**AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SONOMA, STATE OF CALIFORNIA, IMPOSING A CANNABIS BUSINESS TAX ON COMMERCIAL CANNABIS BUSINESS**

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The Board of Supervisors of the County of Sonoma, State of California, ordains as follows:

Section 1. Title. This ordinance shall be known as the Cannabis Business Tax Ordinance. This ordinance shall be applicable in the unincorporated territory of the County of Sonoma, which shall be referred to herein as "County."

Section 2. General Tax. The Cannabis Business Tax is enacted solely for general governmental purposes for the County and not for specific purposes. All of the proceeds from the tax imposed by this Chapter shall be placed in the County's general fund and used for general governmental purposes.

Section 3. Purpose of the Ordinance. This ordinance is adopted to achieve the following purposes, among others, and directs that the provisions hereof be interpreted in order to accomplish those purposes:

A. To impose a tax on the privilege of cultivating, dispensing, producing, processing, preparing, storing, providing, donating, selling, or distributing medical cannabis or medical cannabis products by commercial cannabis businesses in the unincorporated area of the County, pursuant to the state Medical Cannabis Regulation and Safety Act, specifically California Business and Professions Code section 19348, or other enabling legislation;

B. To impose a tax on the privilege of cultivating, manufacturing, producing, processing, preparing, storing, providing, donating, selling, or distributing nonmedical marijuana and marijuana products and accessories by commercial cannabis businesses in the unincorporated area of the County pursuant to the "California Control, Regulate and Tax Adult Use of Marijuana Initiative" approved by the voters in the November 2016 election, or other enabling legislation, notwithstanding if state law uses the term "marijuana" or "cannabis";

E. "Cannabis product" means any product containing cannabis, including, but not limited to, flowers, buds, oils, tinctures, concentrates, extractions, and edibles intended to be sold for use by medical cannabis patients in California pursuant to the Compassionate Use Act of 1996 (Proposition 215), found at Section 11362.5 of the Health and Safety Code. For the purposes of this chapter, medical cannabis does not include industrial hemp as defined by Section 81000 of the Food and Agricultural Code or Section 11018.5 of the Health and Safety Code.

F. "Commercial cannabis business" means any commercial business activity relating to cannabis, including but not limited to cultivating, transporting, distributing, manufacturing, compounding, converting, processing, preparing, storing, packaging, delivering, and selling (wholesale and/or retail sales) of cannabis and any ancillary products and accessories in the unincorporated area of the County, whether or not carried on for gain or profit.

G. "Commercial cannabis business tax," "business tax," or "commercial cannabis tax" means the tax due pursuant to this Chapter for engaging in commercial cannabis business in the unincorporated area of the County.

H. "Commercial cannabis cultivation" means cultivation conducted by, for, or as part of a commercial cannabis business.

I. "County permit" means a permit issued by the County to a person to authorize that person to operate or engage in a commercial cannabis business.

J. "Cultivation" means any activity involving the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis. For purposes of this Chapter, "cultivation" does not include a cannabis nursery.

K. "Delivery" means the commercial transfer of cannabis or cannabis products from a dispensary.

L. "Dispensary" means a facility where cannabis, cannabis products, or devices for the use of cannabis or cannabis products are offered, either individually or in any combination, for retail sale, including a person that delivers cannabis and cannabis products as part of a retail sale. Where a dispensary performs its functions through a technology platform of any type or character, the technology platform shall also be deemed a dispensary for purposes of this Chapter, and shall have the same duties and liabilities as the principal. Compliance with the provisions of this Chapter by either the principal or the technology platform shall, however, be considered compliance by both.

P. "Evidence of doing business" means evidence such as, without limitation, use of signs, circulars, cards or any other advertising media, including the use of internet or telephone solicitation, or representation to a government agency or to the public that such person is engaged in a cannabis business in the unincorporated area of County.

Q. "Fiscal year" means July 1 through June 30 of the following calendar year.

R. "Gross Receipts," except as otherwise specifically provided, means the total amount actually received or receivable from all sales; the total amount or compensation actually received or receivable for the performance of any act or service, of whatever nature it may be, for which a charge is made or credit allowed, whether or not such act or service is done as a part of or in connection with the sale of materials, goods, wares or merchandise; discounts, rents, royalties, fees, commissions, dividends, and gains realized from trading in stocks or bonds, however designated. Included in "gross receipts" shall be all receipts, cash, credits and property of any kind or nature, without any deduction there from on account of the cost of the property sold, the cost of materials used, labor or service costs, interest paid or payable, or losses or other expenses whatsoever, except that the following shall be excluded therefrom:

1. Cash discounts where allowed and taken on sales;
2. Credit allowed on property accepted as part of the purchase price and which property may later be sold, at which time the sales price shall be included as gross receipts;
3. Any tax required by law to be included in or added to the purchase price and collected from the consumer or purchaser;
4. Such part of the sale price of any property returned by purchasers to the seller as refunded by the seller by way of cash or credit allowances or return of refundable deposits previously included in gross receipts;
5. Receipts from investments where the holder of the investment receives only interest and/or dividends, royalties, annuities and gains from the sale or exchange of stock or securities solely for a person's own account, not derived in the ordinary course of a business;
6. Receipts derived from the occasional sale of used, obsolete or surplus trade fixtures, machinery or other equipment used by the taxpayer in the regular course of the taxpayer's business;

T. "Manufacturer" means a person that conducts the production, preparation, propagation, or compounding of manufactured cannabis or cannabis products either directly or indirectly or by extraction methods, or independently by means of chemical synthesis or by a combination of extraction and chemical synthesis at a fixed location that packages or repackages cannabis or cannabis products or labels or relabels its container.

U. "Mixed-Light" means cultivation of cannabis using any combination of natural and supplemental artificial lighting. Greenhouses, hoop houses, hot houses and similar structures or light deprivation systems are included in this category.

V. "Outdoor" means cultivation of cannabis using no artificial lighting conducted in the ground or in containers outdoors with no covering. Outdoor cultivation does not include greenhouses, hoop houses, hot houses or similar structures.

W. "Person" means an individual, firm, partnership, joint venture, association, corporation, limited liability company, estate, trust, business trust, receiver, syndicate, tribe or any other group or combination acting as a unit and includes the plural as well as the singular number.

X. "Personal cannabis cultivation" means cultivation within the residency, plant number, and/or square footage limitations provided in Chapter 26-88-258 exclusively for noncommercial.

Y. "Sale" means and includes any sale, exchange, or barter.

Z. "Square foot" or "square footage" means the maximum amount of cannabis cultivation area for commercial cannabis cultivation authorized by a County permit issued to a person engaging in commercial cannabis business, or by a state license in the absence of a County permit or license, not deducting for unutilized square footage, and shall be the basis for the tax base for cultivation.

AA. "State" means the State of California.

BB. "State license," "license," or "registration" means a state license issued pursuant to California Business & Professions Code Sections 19300, et seq. or other applicable state law.

CC. "Testing laboratory" means a facility, entity, or site in the state that offers or performs testing of cannabis or cannabis products.

DD. "Transporter" means a person engaged in the transfer of cannabis or cannabis products from the business location of one commercial cannabis business to the business location of another commercial cannabis business, for the purposes of conducting commercial cannabis activity.



Subsection (A)(1). Notwithstanding the maximum square foot per plant established in Subsection (A)(2) for cultivation license types based on plant count, the Board of Supervisors may, in its discretion, at any time by ordinance, implement a lower square footage per plant, and may, by ordinance, also increase such square footage from time to time, not to exceed the maximum square footage established in Subsection (A)(2).

4. Pursuant to Subsection (A), the commercial cannabis business tax on commercial cannabis cultivation is to be imposed on a square footage basis, and is set at the following rates, with permit types as defined in Chapter 26 of the Sonoma County Code:

Permit Type	Rate Per Square Foot
<b>Outdoor</b>	
1C: Cottage	\$0.50
1: Specialty	\$2.00
2: Small	\$3.00
3: Medium	\$5.00
<b>Indoor</b>	
1C: Cottage	\$1.88
1A: Specialty	\$7.50
2A: Small	\$11.25
3A: Medium	\$18.75
<b>Mixed Light</b>	
1C: Cottage	\$1.08
1B: Specialty	\$4.32
2B: Small	\$6.48
3B: Medium	\$10.80

Section 6. Reporting and Remittance of Tax. The commercial cannabis business tax imposed by this Chapter shall be imposed on a fiscal year basis and shall be due and payable in quarterly installments as follows:

A. Each person owing a commercial cannabis business tax, and each person on whom a 0% tax rate is imposed, shall, on or before the last day of the month following the close of each fiscal year quarter, prepare and submit a tax statement on the form prescribed by the Treasurer-Tax Collector and remit to the Treasurer-Tax Collector the tax due. The tax due shall be no less than the quarterly installment due, but the taxpayer may at any time pay the tax due for the entire fiscal year. Each business shall pay on or before the last day of the month following the close of each calendar quarter.

B. If the commercial cannabis business tax is owed on commercial cannabis cultivation, and the Board has specified that the square footage basis shall apply, the square footage tax due shall be paid based on the square footage of cultivation authorized by the County permit. The tax statement may include a request for adjustment of the tax due to square footage authorized but not utilized for cultivation, and/or crop loss, along with evidence substantiating the square footage utilized and/or crop loss. The decision to prorate or adjust the tax will be made at the sole discretion of the County. A fee may be adopted by the Board of Supervisors and collected by the agency having jurisdiction or the Treasurer-Tax Collector to pay for the cost of investigating, verifying, and opining on such request for adjustment of the tax.

C. All tax statements shall be completed on forms prescribed by the Treasurer-Tax Collector.

D. Tax statements and payments for all outstanding taxes owed the County are immediately due to the Treasurer-Tax Collector upon cessation of business for any reason.

E. The Treasurer-Tax Collector may, at his or her discretion, establish shorter or longer report and payment periods for any taxpayer as the Treasurer-Tax Collector deems necessary to insure collection of the tax.

F. The Treasurer-Tax Collection may, as part of administering the tax and in his or her discretion, modify the form of payment and take such other administrative actions as needed to facilitate collection of the tax.

B. Whenever a check or electronic payment is submitted in payment of a commercial cannabis business tax and the payment is subsequently returned unpaid by the bank for any reason, the taxpayer will be liable for the tax amount due plus the return check fee, penalties and interest as provided for in this Section, and any other amount allowed under state law.

C. The cannabis business tax due shall be that amount due and payable from the first date on which the person was engaged in cannabis business in the unincorporated area of the County, together with applicable penalties and interest calculated in accordance with Subsection (A) above.

D. Any person whose cannabis business tax is delinquent by at least sixty calendar days may be subject to revocation of the County permit associated with the subject cannabis business.

E. The Treasurer-Tax Collector is authorized to make an assessment in the manner provided for in Sections 25 and 26 of the anticipated tax liability for up to the following four quarters if any person has failed to file one or more returns or payments, or who has filed one or more delinquent returns or payments, in any twelve (12) month period, without curing the failure or delinquency within 60 days of the original due date after written notice from the Treasurer-Tax Collector of the failure or delinquency. Failure to remit the anticipated tax within 60 days of the notice of assessment shall be grounds for revocation of the County permit associated with the subject cannabis business.

Section 12. Waiver of Penalties. The Treasurer-Tax Collector may waive the first and second penalties of twenty-five percent each imposed upon any person if:

A. The person provides evidence satisfactory to the Treasurer-Tax Collector that failure to pay timely was due to circumstances beyond the control of the person and occurred notwithstanding the exercise of ordinary care and the absence of willful neglect, and the person paid the delinquent business tax and accrued interest owed the county prior to applying to the Treasurer-Tax Collector for a waiver.

B. The waiver provisions specified in this subsection shall not apply to interest accrued on the delinquent tax and a waiver shall be granted only once during any twenty-four month period.

Section 13. Refunds and Credits.

B. For purposes of administration and enforcement of this Chapter generally, the Treasurer-Tax Collector may from time to time promulgate such administrative rules and procedures consistent with the purpose, intent, and express terms of this Chapter as he or she deems necessary to implement or clarify such provisions or aid in enforcement.

C. The Treasurer-Tax Collector may take such administrative actions as needed to administer the tax, including but not limited to:

1. Provide to all commercial cannabis business taxpayers forms for the reporting of the tax;
2. Increase tax rates in accordance with this Chapter;
3. Provide information to any taxpayer concerning the provisions of this Chapter;
4. Receive and record all taxes remitted to the County as provided in this Chapter;
5. Maintain records of taxpayer reports and taxes collected pursuant to this Chapter;
6. Assess penalties and interest to taxpayers pursuant to this Chapter;
7. Determine amounts owed and enforce collection pursuant to this Chapter.

#### Section 17. Enforcement – Action to Collect.

A. Any taxes, penalties and/or fees required to be paid under the provisions of this Chapter shall be deemed a debt owed to the County. Any person owing money to the County under the provisions of this Chapter shall be liable in an action brought in the name of the County for the recovery of such debt. The provisions of this Section shall not be deemed a limitation upon the right of the County to bring any other action including criminal, civil and equitable actions, based upon the failure to pay the tax, penalties and/or fees imposed by this Chapter or the failure to comply with any of the provisions of this Chapter.

B. In addition to any other remedies available under federal, state, or local law, if any amount required to be paid to the County under this Chapter is not paid when due, the Treasurer-Tax Collector may, within three (3) years after the amount is due record a certificate of lien specifying the amount of taxes, fees and penalties due, and the name and address of the person as it appears on the records of Treasurer-Tax Collector. The lien shall also specify that the Treasurer-Tax Collector has complied with all provisions of this Chapter in the

Constitutions of the United States or the State of California or a violation of any other provision of the California Constitution or state law.

Section 20. Audit and Examination of Records and Equipment.

A. The Treasurer-Tax Collector shall have the power to audit and examine all books and records of persons engaged in cannabis businesses, including both state and federal income tax returns, California sales tax returns, bank statements, or other evidence documenting the gross receipts of persons engaged in cannabis businesses, and, where necessary, all equipment, of any person engaged in cannabis businesses in the County, for the purpose of ascertaining the amount of commercial cannabis tax, if any, required to be paid by the provisions hereof, and for the purpose of verifying any statements or any item thereof when filed by any person pursuant to this Chapter. If such person, after written demand by the Treasurer-Tax Collector, refuses to make available for audit, examination or verification such books, records or equipment as the administrator requests, the Treasurer-Tax Collector may, after full consideration of all information within his or her knowledge concerning the cannabis business and activities of the person so refusing, make an assessment in the manner provided in Sections 25 and 26 of any taxes estimated to be due. The Treasurer-Tax Collector may collect a fee adopted by the Board of Supervisors to pay for the cost of examination and audit should the books and records be provided in a form insufficient to allow the Treasurer-Tax Collector to make a determination of tax due.

B. It shall be the duty of every person liable for the collection and payment to the County of any tax imposed by this Chapter to keep and preserve, for a period of at least three (3) years, all records as may be necessary to determine the amount of such tax as he or she may have been liable for the collection of and payment to the County, which records the Treasurer-Tax Collector or his/her designee shall have the right to inspect at all reasonable times.

Section 21. Other Licenses, Permits, Taxes, Fees, or Charges. Nothing contained in this Chapter shall be deemed to repeal, amend, be in lieu of, replace or in any way affect any requirements for any permit or license required by, under or by virtue of any provision of any other title or chapter of this code or any other ordinance or resolution of the County, nor be deemed to repeal, amend, be in lieu of, replace or in any way affect any tax, fee or other charge imposed, assessed or required by, under or by virtue of any other title or chapter of this code or any other ordinance or resolution of the County. Any references made or contained in any other title or chapter of this code to any licenses, license taxes, fees, or charges, or to any schedule of license fees, shall be deemed to refer to the licenses, license taxes, fees or charges, or schedule of license fees, provided for in other titles or chapters of this code.

otherwise be due. Whenever a deficiency determination is made, a notice shall be given to the person concerned in the same manner as notices of assessment are given under Sections 25 and 26.

Section 25. Failure to Report – Nonpayment, Fraud.

A. Under any of the following circumstances, the Treasurer-Tax Collector may make and give notice of an assessment of the amount of tax owed by a person under this Chapter at anytime:

1. If the person has not filed a complete statement required under the provisions of this Chapter;
2. If the person has not paid the tax due under the provisions of this Chapter;
3. If the person has not, after demand by the Treasurer-Tax Collector, filed a corrected statement, or furnished to the Treasurer-Tax Collector adequate substantiation of the information contained in a statement already filed, or paid any additional amount of tax due under the provisions of this Chapter; or
4. If the Treasurer-Tax Collector determines that the nonpayment of any business tax due under this Chapter is due to fraud, a penalty of twenty-five percent (25%) of the amount of the tax shall be added thereto in addition to penalties and interest otherwise stated in this Chapter and any other penalties allowed by law.

B. The notice of assessment shall separately set forth the amount of any tax known by the Treasurer-Tax Collector to be due or estimated by the Treasurer-Tax Collector, after consideration of all information within the Treasurer-Tax Collector's knowledge concerning the business and activities of the person assessed, to be due under each applicable section of this Chapter, and shall include the amount of any penalties or interest accrued on each amount to the date of the notice of assessment.

Section 26. Tax Assessment – Notice Requirements. The notice of assessment shall be served upon the person either by personal delivery, or by a deposit of the notice in the United States mail, postage prepaid thereon, addressed to the person at the address of the location of the business or to such other address as he or she shall register with the Treasurer-Tax Collector for the purpose of receiving notices provided under this Chapter; or, should the person have no address registered with the Treasurer-Tax Collector for such purpose, then to such person's last known address. For the purposes of this Section, a service by mail is complete at the time of deposit in the United States mail.

Section 30. Violation Deemed Misdemeanor. Any person violating any of the provisions of this Chapter shall be deemed guilty of a misdemeanor and shall be punishable therefore as provided by Chapter 1, Section 7 of the Sonoma County Code.

Section 31. Severability. If any provision of this Chapter, or its application to any person or circumstance, is determined by a court of competent jurisdiction to be unlawful, unenforceable or otherwise void, that determination shall have no effect on any other provision of this Chapter or the application of this Chapter to any other person or circumstance and, to that end, the provisions hereof are severable. The Board of Supervisors hereby declares that it would have passed this Ordinance and every section, subsection, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

Section 32. Remedies Cumulative. All remedies and penalties prescribed by this Chapter or which are available under Chapter 1 of the Sonoma County Code and any other provision of law or equity are cumulative. The use of one or more remedies by the County shall not bar the use of any other remedy for the purpose of enforcing the provisions of this Chapter.

Section 33. Amendment or Repeal. This Chapter may be repealed or amended by the Board of Supervisors without a vote of the people to the extent allowed by law. However, as required by Article XIII C of the California Constitution, voter approval is required for any amendment that would increase the rate of any tax levied pursuant to this Chapter above the maximum rates established by this Chapter. The people of the County of Sonoma affirm that the following actions shall not constitute an increase of the rate of a tax:

- A. The restoration of the rate of the tax to a rate that is no higher than that set by this Chapter, if the Board of Supervisors has acted to reduce the rate of the tax;
- B. An action that interprets or clarifies the methodology of the tax, or any definition applicable to the tax, so long as interpretation or clarification (even if contrary to some prior interpretation or clarification) is not inconsistent with the language of this Chapter; or
- C. The collection of the tax imposed by this Chapter, even if the County had, for some period of time, failed to collect the tax; or

**WHEREUPON**, the Chair declared the above and foregoing Ordinance duly adopted and

**SO ORDERED.**

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Chair, Board of Supervisors  
County of Sonoma

ATTEST:

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Sheryl Bratton,  
Clerk of the Board of Supervisors





**SVHCD BOARD OF DIRECTORS**

**RESOLUTION No. 331 PARCEL TAX**

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WHEREAS, Sonoma Valley Health Care District (the "District") has established the mission of serving the health needs of the Sonoma Valley community through Sonoma Valley Hospital; and

WHEREAS, following the Board's adoption of District Resolution No. 308, in October of 2011, the voters of the District overwhelmingly approved the imposition of a real estate parcel tax of \$195 per taxable parcel per year for five years to provide adequate funding to ensure continued local access to emergency room care, acute hospital care, and other health care services for residents of the District; and

WHEREAS, the current parcel tax expires on June 30, 2017; and

WHEREAS, the District, like most in California, is experiencing the impact of reduced reimbursement by Federal, State and private health insurance programs, along with the decreased census in inpatient care created by changing regulations, and

WHEREAS, the reimbursement revenue from Federal and State insurance programs for these services is below the cost of providing these services; and

WHEREAS, in Fiscal Year 2016, 74% of District services provided were to patients with Federal or State health insurance, and

WHEREAS, the District is authorized under Section 53730.01 of the California Government Code to impose special taxes uniformly on all real property within its boundaries (a parcel tax); and

WHEREAS, the District is not authorized to impose any tax other than a parcel tax to support Hospital operations.

WHEREAS, without the parcel tax revenues, the District's revenues do not provide adequate funding to ensure continued local access to hospital emergency room care, acute hospital care, and other hospital services for residents of the District; and

THEREFORE, WE RESOLVE that:

1. The District hereby proposes to renew the parcel tax, as authorized under Section 53730.01 of the California Government Code that it will use to ensure continued local access to hospital emergency room care, acute hospital care, and other hospital services for residents of the District and it will not use the parcel tax for capital improvements, other than improvements made in connection with the day-to-day operational needs of the District.

2. The District hereby calls an election for March 7, 2017, to be held within the boundaries of the District, and requests the Board of Supervisors of the County of Sonoma (the "County") to consolidate that election with all other elections to be held on such date, on the measure set forth in Section 3.

3. The District hereby sets the full text of the measure to be placed on the ballot for the election of March 7, 2017, as follows:

The District will renew the parcel tax levy on each taxable parcel of land within the District, at an annual rate of up to \$250 per parcel for five (5) years.

The purpose of the parcel tax will be to supplement State and Federal insurance payments which are below the cost of providing hospital services in order to ensure continued local access to hospital emergency room care, acute hospital care, and other hospital services for residents of the District and visitors to the area.

The parcel tax will not be used for capital improvements other than improvements made in connection with the day-to-day operational needs of the District.

The District's appropriations limit will be established at an amount equal to the available funding during the first year of the parcel tax at the rate of \$250 per parcel.

The amount of money to be raised annually by the parcel tax levy is estimated to be \$3.8 million.

Taxable parcels are those that appear on the annual secured County property tax roll.

The following exemption will apply to the levy and collection of the parcel tax: with respect to multiple parcels that are contiguous and in the same ownership and that cannot be individually sold, leased (except for agricultural purposes) or financed, only one such parcel will be subject to the parcel tax.

The District will continue to employ its currently established administrative review process to grant exemptions and consider appeals with respect to contiguous parcels.

The parcel tax revenues will be deposited into a fund held by the County Treasurer.

The District will cause to be filed an annual report with its Board of Directors, commencing not later than January 1, 2018, and annually thereafter, which report will be

for the year ended June 30 of the prior year and contain information regarding the amount of parcel tax revenues collected and expended.

4. The District hereby sets the abbreviated ballot form of the measure appearing in Section 3 as follows:

Shall the Sonoma Valley Health Care District renew its expiring parcel tax for five years at up to \$250 per parcel per year, in order to assure the continued operation of the hospital emergency room, offset continuing reductions in reimbursements by Federal and State health insurance programs which are below the cost of providing hospital services and ensure the availability of acute hospital care and other hospital services at Sonoma Valley Hospital? ~~The amount of money to be raised annually by the parcel tax levy is estimated to be \$3.8 million.~~

RAISING AN ESTIMATED \$3.8 MILLION ANNUALLY;

*Peter Hohorst*  
VCHAIR BOARD  
OF  
DIRECTORS

5. The District hereby proposes to establish its appropriations limit under Article XIII B of the California Constitution at an amount equal to the amount of available funding for the first year of the parcel tax at the rate of \$250 per parcel. "Available funding" will have the same meaning under this Resolution as is given the term "proceeds of taxes" in Article XIII B of the California Constitution.

6. The County Tax Collector will collect the parcel tax at the same time that it collects the general and ad valorem taxes, and along with the collection of those taxes. The parcel tax will be subject to the same penalties as general and ad valorem taxes.

7. The District will impose the parcel tax only if two-thirds (2/3) of those voting approve it.

PASSED AND ADOPTED on December 1, 2016 by the following vote:

AYES: 4  
NOES: 0  
ABSENT: 1  
ABSTAIN: 0

*Jane Hirsch*  
\_\_\_\_\_  
Jane Hirsch, Chair  
SONOMA VALLEY HEALTH CARE  
DISTRICT

ATTEST:  
*Bill Boerum*  
\_\_\_\_\_  
Bill Boerum, Secretary  
SONOMA VALLEY HEALTH CARE  
DISTRICT



## County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number: 11**  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors

**Board Agenda Date:** January 24, 2017

**Vote Requirement:** Majority

**Department or Agency Name(s):** County Administrator's Office; Fire and Emergency Services

**Staff Name and Phone Number:**

Peter Bruland 565-3086; Al Terrell 565-1157

**Supervisorial District(s):**

First, Second

**Title:** Property Tax Exchange Agreement with Schell-Vista Fire Protection District

### **Recommended Actions:**

Approve a Property Tax Exchange Agreement with Schell-Vista Fire Protection District for the annexation of territory from County Service Area 40 into Schell-Vista Fire Protection District in the event the Local Agency Formation Commission approves such an annexation.

### **Executive Summary:**

Schell-Vista Fire Protection District (District), located south and east of the City of Sonoma, is seeking to annex territory currently covered by County Service Area 40 (CSA 40) into its district. This territory consists primarily of a portion of land to the west of the District that is already serviced by the District under contract from CSA 40, as well as a portion covered by the Mayacamas Volunteer Fire Company that is better accessed by the Districts stations than the Mayacamas stations. Schell-Vista has submitted an application to the Local Agency Formation Commission (LAFCO) for this annexation. This proposed agreement will allow for the orderly exchange and transfer of a portion of the property tax revenues generated for fire protection purposes in the territory to be annexed, and make more efficient the service provided to the residents of the annexed area.

### **Discussion:**

The District began exploring options for annexation of territory primarily served by the District but included in CSA 40 more than three years ago. During the interim the District put the proposal on hold pending completion of the Fire Service Project report. The interim report of the Fire Services Project was received by the Board in December 2015. While it did not make specific recommendations with regards to this or any other specific reorganization, it did call for a regional approach that would encourage annexations and consolidations that made sense to improve efficiency and effectiveness of fire services. With the release of the interim report in December 2015 and the formation of the Fire Services Advisory Council in April 2016, the District revived plans for the annexation. Under state law, the proposed annexation will be decided upon by the Local Agency Formation Commission (LAFCO). Under this process, LAFCO must consider a range of issues including local sentiment and the effect of any changes on the ability of all affected agencies to deliver services. The District has initiated the

annexation process with LAFCO, and is responsible for all costs associated with this process. They have conducted a survey of sentiment from property owners in the proposed annexation area, and have produced the necessary maps and documents for the annexation. In order for LAFCO to approve the application, the County also must approve a property tax exchange agreement that will designate what portion of property tax revenue allocated to fire services will go to the District. Approving this tax share agreement does not eliminate the need for LAFCO to consider both the operational and financial impacts on the affected parties, however approving the tax exchange agreement will indicate to LAFCO that the County does not believe this annexation will unduly affect the ability of CSA 40 and the volunteer companies to provide service in their areas.

The area proposed for annexation consists of approximately 11,000 acres in 109 parcels. Attachment 1 includes a map of the proposed annexation area. The largest portion of this is an area located to the west of the District, for which the District currently provides primary fire protection response under contract with CSA 40. This strip occupies the eastern portion of the ridgeline between the Petaluma Valley and the Sonoma Valley and includes the Sonoma Raceway. The second area proposed for annexation is the southernmost territory of CSA 40 currently served by the Mayacamas Volunteer Fire Company. Because the access roads for this area primarily come from the District rather than the adjacent portions of CSA 40, the District is better positioned to effectively serve this area.

The District presented on the proposed annexation at the September 2016 Fire Services Advisory Council meeting. The Advisory Council gave support to the proposal, while acknowledging that LAFCO should keep the broader implications of the annexation, including the financial impact on the ability of CSA 40 and the volunteer fire companies that it contracts with to provide service to continue operations.

The amount of revenue generated as part of the base property tax amount by the parcels in question is approximately \$52,000, which is approximately equal to the amount that the District already receives to cover a portion of the area under contract. As such, the proposed property tax exchange agreement (Attachment 2) states that all property taxes associated with fire services should be transferred to the District. If the annexation is approved by LAFCO, CSA 40 will no longer contract for these services and the net fiscal impact on CSA 40 will be neutral.

Mayacamas Volunteer Fire Company's area is covered by a special Mello Roos tax which was passed to provide enhanced fire protection and suppression services within the Mayacamas Community Facilities District. The special tax levied and collected in the Community Facilities District will continue to finance enhanced levels of fire protection and suppression services within the annexed parcels until the special tax is repealed, terminated, or otherwise modified. The special tax revenue is currently used to make loan payments on equipment that was purchased to serve the Community Facilities District. The equipment is still in place and will continue to be available to serve the area to be annexed to the Schell Vista Fire Protection District, as well as the rest of the Community Facilities District. The Mello Roos revenue from the annexed parcels will continue to be available for repayment of the loan.

The service agreement between CSA 40 and the Sonoma Raceway will not be affected by the annexation of this territory. As always, the Sonoma Raceway is free to decide who best to contract with to provide service at events when the current contract expires at the end of 2017. Representatives of the District

have stated that they are not interested in taking over this service, however, and CSA 40 is working on a contract extension with the Raceway.

**Prior Board Actions:**

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

Fire and emergency response services are critical to the safety and health of the community.

**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>			

**Funding Sources**

General Fund			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
<b>Total Sources</b>			

**Narrative Explanation of Fiscal Impacts:**

If the annexation is finalized by LAFCO, a prorated portion of CSA 40 property tax revenue will transfer during the current fiscal year. Assuming the annexation is finalized prior to the beginning of Fiscal Year 2017-18, all tax revenue associated with fire services and flowing to CSA 40 will transfer to the District, following adjustments made by the Auditor Controller Treasurer Tax Collector’s office. Based on current year estimates, approximately \$52,000 will be transferred. This loss of revenue will be offset by decreasing costs at CSA 40, as they will no longer need to pay for the contracted services in this area.

**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 – Map  
Attachment 2 – Property Tax Exchange Agreement

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







**PROPERTY TAX ALLOCATION AGREEMENT BETWEEN THE  
SCHELL-VISTA FIRE PROTECTION DISTRICT  
AND THE COUNTY OF SONOMA  
FOR THE ANNEXATION OF TERRITORY IN  
SOUTHEASTERN SONOMA COUNTY**

This Property Tax Allocation Agreement (“Agreement”) is entered into and effective \_\_\_\_\_, 2016 (“Effective Date”), between The Schell-vista Fire Protection District, a fire district organized and operated pursuant to the Fire Protection District Law of 1987 (“District”), and the County of Sonoma (the “County”), with respect to the following Recitals, which are incorporated as a substantive part of this Agreement.

**RECITALS**

**WHEREAS**, District, under contract with the County, is the primary providers of fire suppression, prevention, rescue, emergency medical services and hazardous material emergency response and other services relating to the protection of lives and property (“Fire Protection Services”) within areas in the southeastern portion of the unincorporated area of the County which boundaries are reflected and included in Exhibit A, attached to and incorporated in this Agreement (the “Subject Territory”); and,

**WHEREAS**, Fire Protection Services for the Subject Territory which is located within County Services Area-40 (“CSA-40”) are a part of the services provided under the authority of the Board of Supervisors; and,

**WHEREAS**, the District wishes to pursue annexation of the Subject Territory; and,

**WHEREAS**, a portion of property tax revenues allocated by law for fire protection has supported Fire Protection Services for Subject Territory, along with all of CSA-40; and,

**WHEREAS**, District and County are desirous of facilitating successful Fire Protection Services in the Subject Territory should the Annexation be approved by entering into this Agreement relating to the real property tax revenue derived from the Subject Territory now allocated for fire protection to CSA-40; and

**WHEREAS**, this Agreement is intended to specifically implement the proposed annexation for the Subject Territory only.

**NOW, THEREFORE**, the parties agree as follows:

**AGREEMENT**

1. Effect of Recitals. The foregoing Recitals are incorporated in, and are a part of this Agreement.

2. Allocation and Payment of Property Taxes. As soon as permitted by state statute after the effective date of annexation by the District, the property tax revenues of the Subject Territory currently allocated to CSA-40 shall be transferred to the District, subject to the following:

a. The parties agree that the Sonoma County Auditor- Controller Treasurer-Tax Collector ("ACTTC") shall make any adjustments to the allocations of property tax revenue to the District required by all applicable state law, which may cause the amount of the property tax revenue to be allocated to the District to be different from that previously allocated to CSA-40. These adjustments include, but are not limited to, applicable Educational Revenue Augmentation Fund calculations or allocations, or any changes to withholdings the ACTTC may apply to property tax administration or property tax appeals

3. Mayacamas Community Facilities District No. 7 Special Tax. The annexation shall not affect the boundaries of Mayacamas Community Facilities District No. 7 ("CFD"). The special tax levied and collected in the CFD will continue to finance enhanced levels of fire protection and suppression services within the CFD, including that portion of the Subject Territory within the CFD, until the special tax is repealed, terminated, or otherwise modified in accordance with state law.

4. Accounting. The designated representatives of County and District shall have the right to audit any records and supporting documentation pertaining to the performance of this Agreement. County and District shall maintain such records for a minimum of four (4) years from the effective date of District formation and to allow access to such records during normal business hours.

5. Termination.

a. District Annexation. This Agreement is contingent upon the final annexation to the District. Should the annexation to the District as contemplated above not occur, the parties agree that this Agreement shall be null and void and no transfers of revenues will occur without a new agreement to do so.

b. Termination Due to Invalidity. Should any material portion of this Agreement be declared invalid or inoperative by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.

c. Termination Due to Change in Law. Should substantial changes occur in the statutory scheme or successor statutory schemes (whether by legislative or judicial action) governing this Agreement, including but not limited to the Government Code and Revenue and Taxation Code, which negate or frustrate the fundamental tenets of this Agreement, the parties may discuss a termination or amendment of this Agreement.

6. Remedies for Breach of Agreement. The parties may exercise any remedy available to them at law or in equity for a material breach by the other party, including specific performance, injunctive relief, and writ of mandate.



7. Modification/Amendment. This Agreement may be modified or amended only by a writing duly authorized and executed by the parties to this Agreement.

8. Enforcement. The District and County each acknowledge that this Agreement cannot bind or limit themselves or each other or their future governing bodies in the exercise of their discretionary legislative power except as the Agreement provides. However, each binds itself that it will insofar as is legally possible, fully carry out the intent and purposes hereof, if necessary, by administrative and ministerial action independent of that legislative power and that this Agreement may be enforced by injunction or mandate or other writ to the full extent allowed by law.

9. Integration. With respect to the subject matter hereof, this Agreement is intended to be an integrated agreement and supersedes any and all previous negotiations, proposals, commitments, writings and understandings of any nature whatsoever between the District and the County as to the subject matter of this Agreement.

10. Notice. All notices, requests, determinations or other correspondence required or allowed by law or this Agreement to be provided by the parties shall be in writing and shall be deemed given and received when delivered to the recipient by first-class mail (or an equal or better form of delivery including electronic mail) at the following addresses:

DISTRICT

Schell-Vista Fire Protection District  
22950 Broadway  
Sonoma, CA 95476  
[svfpd@vom.com](mailto:svfpd@vom.com)

COUNTY

County of Sonoma  
County Administrator's Office  
575 Administration Drive, Suite 104A  
Santa Rosa, Ca 95403  
[Lois.hopkins@sonoma-county.org](mailto:Lois.hopkins@sonoma-county.org)

By giving notice, either party may change its address for these purposes.

11. Third Parties. This Agreement shall not be construed as or deemed an agreement for the benefit of any third party or parties.

12.

13. Attorneys Fees and Costs. In any action to enforce the provisions of this Agreement or for breach of the Agreement, the prevailing party shall recover from the other party, in addition to any damages, injunctive or other relief, all costs reasonably incurred at, before and after trial or on appeal, including without limitation attorneys' and witness (expert and otherwise) fees, deposition costs, copying charges and other expenses.

14. Approval. The parties represent that this Agreement was approved by their respective governing boards at a properly noticed meeting.

15. Choice of Law and Venue. This Agreement shall be governed by the laws of the State of California. Venue for actions and proceedings between the parties related to this Agreement shall be in the Northern District of California for any federal action and, unless otherwise agreed by the parties, in Sonoma County Superior Court for state actions.

16. Agreement Mutually Drafted. Each party has participated jointly in the drafting of this Agreement, which each party acknowledges is the result of negotiations between the parties, and the language used in this Agreement shall be deemed to be the language chosen by the parties to express their mutual intent. If an ambiguity or question of intent or interpretation arises, then this Agreement will accordingly be construed as drafted jointly by the parties, and no presumption or burden of proof will arise favoring or disfavoring any party to this Agreement by virtue of the authorship of any of the provisions of this Agreement. The captions, headings and table of contents contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

17. Joint Defense. In the event of a third party challenge of any type to this Agreement, the parties agree to jointly defend the validity and implementation of the Agreement.

IN WITNESS WHEREOF, the parties have entered into this Agreement in Sonoma County, California.

"DISTRICT"

"COUNTY"

SCHELL-VISTA FIRE PROTECTION DISTRICT, an independent special district duly authorized and existing under the laws of the State of California

COUNTY OF SONOMA

By Bob Krubac

By \_\_\_\_\_

Date: 1/11/17

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

ATTEST:

By Y Remwood  
SJFPD, Board Secretary

Date: 1/11/17

APPROVED AS TO FORM:

\_\_\_\_\_  
District General Counsel

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

ATTEST:

By \_\_\_\_\_  
\_\_\_\_\_, Clerk

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

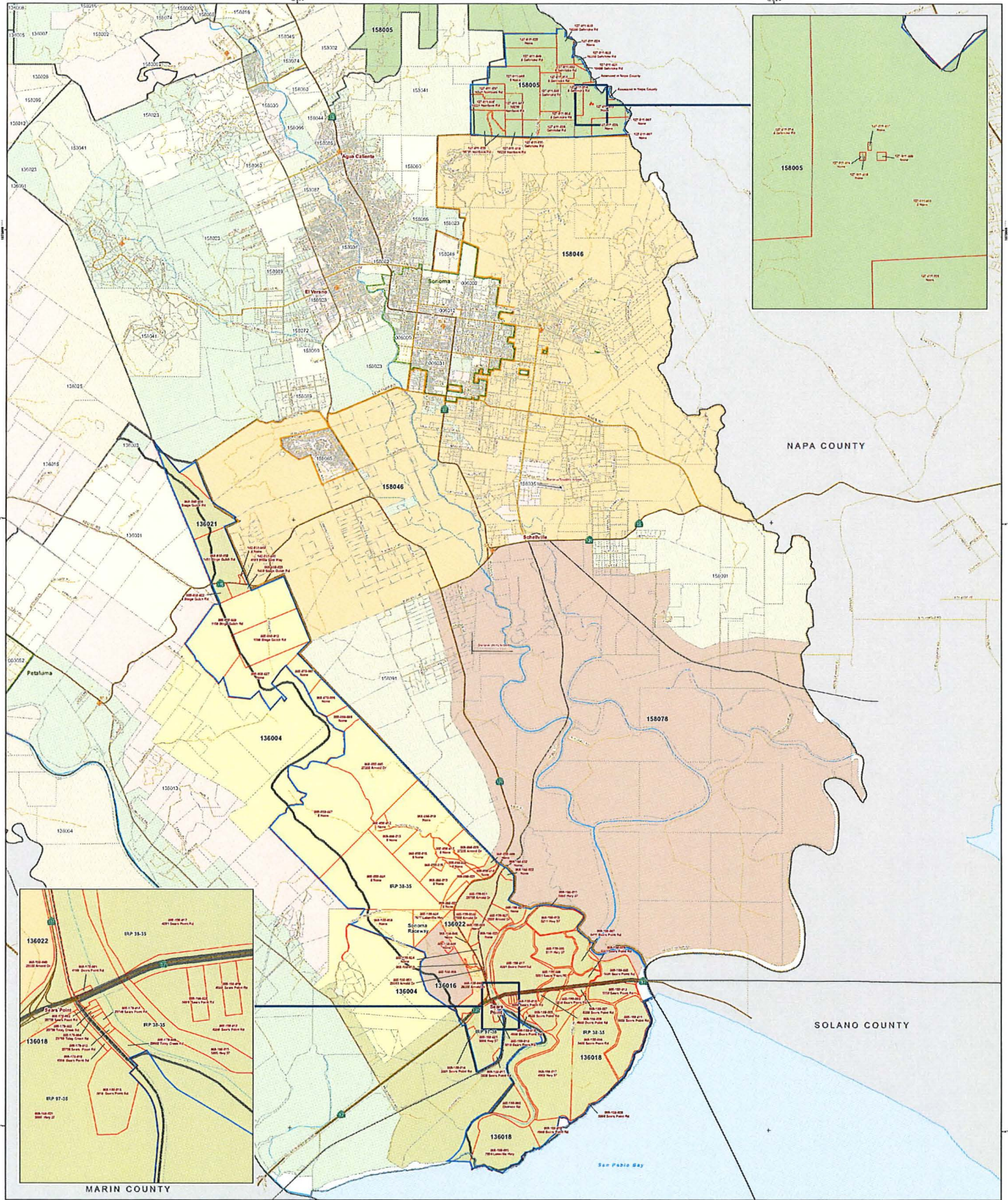
APPROVED AS TO FORM:

J Walker  
\_\_\_\_\_  
Lauren B. Walker, County Counsel

Date: 1/13/17



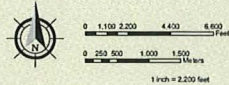
## COUNTY OF SONOMA



### Proposed Schell-Vista FPD Annexation

DRAFT

- CAL FIRE Fire Station
- Fire Station
- Proposed Annexation Boundary
- Schell-Vista FPD
- Sebastopol City Boundaries
- Planes in Proposed Annexation
- CIP Parcel
- RFP Areas



**Author:** FPD of Sonoma County  
**Project:** Schell-Vista FPD Annexation  
**Date:** 11/15/2011  
**Scale:** 1 inch = 2,200 feet  
**Disclaimer:** This map is prepared as a draft for informational purposes only. It is not intended to be used for legal or financial purposes. The information shown on this map is based on the best available information and is subject to change without notice. The County of Sonoma is not responsible for any errors or omissions on this map. The user assumes all responsibility for the use of this map. © 2011 County of Sonoma, California. All rights reserved.

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 2500 Main St., Santa Rosa, CA 95403  
 707.546.3100 or 707.546.3101  
 Map Division Data: 2011-11-15  
 Map Revision Date: 2011-11-15





## 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:** The Board of Supervisors of Sonoma County

**Board Agenda Date:** January 24, 2017

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Diane Kaljian, Assistant Director, Human Services  
Department, 565-5950  
Gary Fontenot, Interim Division Director, Adult  
and Aging Services, 565-5931

**Supervisorial District(s):**

**Title:** Contract for Mirabel Lodge

**Recommended Actions:**

Authorize the Director of the Human Services Department to sign and execute a contract with PCM Group, Inc., Doing Business As Mirabel Lodge and Mirabel Lodge at Oak Meadows (Mirabel Lodge) for \$153,000 for February 1, 2017 through June 30, 2018 as part of the Senior Homeless Prevention Program

**Executive Summary:**

On December 6, 2016, the Board of Supervisors approved the pilot Senior Homeless Prevention Program. The program focus is to stabilize housing for vulnerable seniors through comprehensive case management including direct and contracted services. In support of this program, this item seeks the Board's approval of a contract with PCM Group, Inc. (Mirabel Lodge), a licensed residential care facility for the elderly (RCFE) located in Forestville.

**Discussion:**

Mirabel Lodge will set aside accommodations on an ongoing basis for two older adults who are at risk for homelessness and also need the assistance of a caregiver or facility to live safely on a temporary basis.

The Human Services Department has identified Mirabel Lodge as the most appropriate licensed residential care facility for the elderly (RCFE) to participate in the Senior Homeless Prevention Program. Mirabel Lodge voluntarily participates in the California Assisted Living Waiver (ALW) program and is

actively involved in the community to address issues that affect older adults in Sonoma County. The ALW is a home and community-based waiver that is testing the efficacy of assisted living as a Medi-Cal benefit. In October 2016, the Sonoma County Purchasing Agent approved a Single Source Waiver for Mirabel Lodge because it is the only RCFE in Sonoma County that participates in the ALW. Similar to the ALW, the Senior Homeless Prevention Program will serve vulnerable, low-income older and adults who are in crisis and housing transition and need the assistance of a caregiver or facility to live safely. These individuals may not financially qualify for Medi-Cal or the ALW, but will need transitional housing support.

Mirabel Lodge’s voluntary participation in the ALW shows interest in and commitment to serving a broad cross-section of older adults in Sonoma County, including low-income and otherwise vulnerable individuals who are at risk of homelessness. The facility owners’ involvement in the community demonstrates this commitment. Alain Sarkissian, one of the owners, is the Sonoma County Board of Supervisors District 5-appointee to the Area Agency on Aging’s (AAA’s) Advisory Committee on which he has served since 2008. The AAA had no influence or authority in the Senior Homeless Prevention proposal. Mr. Sarkissian also serves on the board of directors of the Sebastopol Senior Center and belongs to the Sebastopol Rotary Club. Additionally, Mirabel Lodge belongs to the Sonoma County Senior Resource Network.

Mirabel Lodge will charge a flat rate of \$4,500 per bed per month for a total of \$153,000 for two beds from February 1, 2017 through June 30, 2018, regardless of the intensity of services each client may need. Mirabel Lodge pays its 38 employees competitively, offering full-time staff members paid time off, health and dental insurance benefits, and a 401K plan. But, some of its employees do not make \$15 or more per hour. Mirabel Lodge qualifies for an exemption from the County’s Living Wage Ordinance because it constitutes an in-patient health and mental health provider and the County does not occupy seventy-five percent (75%) or more of its beds. (See Sonoma County Code, Chapter 2, Article XXVI Section 2-376(b)(5); Mirabel Lodge has a total of 34 beds, and the County will occupy no more than 2.) As such, this contract may be awarded to Mirabel Lodge without a waiver of the provisions of the Living Wage Ordinance.

The Human Services Department recommends the Board authorize the Human Services Director to execute a contract with Mirabel Lodge to designate two assisted living beds for the Senior Homeless Prevention Program.

**Prior Board Actions:**

12/6/16 HSD-CDC Senior Homeless Prevention Program

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

Findings from the 2016-2020 AAA Area Plan and Community Report *The Art of Aging* report Housing as one of the top three concerns for Sonoma County Seniors Living in Poverty (p. 29).



<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	45,000	108,000	
Additional Appropriation Requested			
<b>Total Expenditures</b>	<b>45,000</b>	<b>108,000</b>	
<b>Funding Sources</b>			
General Fund/WA GF	45,000	108,000	
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
<b>Total Sources</b>	<b>45,000</b>	<b>108,000</b>	
<b>Narrative Explanation of Fiscal Impacts:</b>			
Appropriations to cover this contract were approved by the Board of Supervisors 12-06-16 (Senior Homeless Prevention Plan) and are included in the FY16/17 adopted budget.			
<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>			
Contract with PCM Group, Inc (Mirabel Lodge)			



## 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 Board of Directors  
Sonoma County Agricultural Preservation and Open Space District, Board of Directors  
Community Development Commission  
Northern Sonoma County Air Pollution Control District

**Board Agenda Date:** January 24, 2017

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Christina Cramer, 565-2988

**Supervisorial District(s):**

All

**Title:** Pre-Employment/Pre-Placement Screening Policy

### **Recommended Actions:**

Adopt a new Administrative Policy 4-11: Pre-Employment/Pre-Placement Screening Policy, and authorize the Human Resources Director, or Designee, to approve future changes necessary to maintain alignment with best practices and legal considerations..

### **Executive Summary:**

Human Resources staff recently completed a comprehensive project to review the County's pre-employment background, medical, and drug screening programs for the purpose of identifying efficiencies in the hiring process and aligning the County with current best practices and legal considerations.

As a result of this review, Human Resources identified a number of changes that support these objectives, transitioning from a "one size fits all" approach to one that more closely ties the level and type of screening to the specific demands and responsibilities of each position. The proposed Pre-Employment/Pre-Placement Screening Policy documents and details the different types and levels of screening, including testing criteria and procedures, and will be applicable to all county departments, special districts and agencies for which Human Resources provides recruitment services. Human Resources staff will continue to monitor any changes that may impact this policy, such as the recent passage of Prop 64, and will update the policy as needed based on changing legal, policy, and best practice guidance.

### **Discussion:**

General authority for pre-employment/pre-placement testing for classified positions is provided under Civil Service Rule 5: Examinations and, for unclassified positions, in the Personnel Policies of each special

district/agency. Within these general parameters, the Human Resources Director is responsible for determining the appropriate type of testing/screening for each classification. Historically, all finalists for regular full and part-time positions, and some extra-help and volunteer positions have been required to complete a standard physical exam and tuberculosis (TB) screening. Since the implementation of the background and drug screening programs more than 15 years ago, all finalists for regular full and part-time positions, and some extra-help and volunteer positions also undergo, at a minimum, a standard background investigation and drug screen. Certain positions, such as peace officers, undergo a more comprehensive background and medical screening.

Changing federal and state laws, Equal Employment Opportunity Commission guidance, and recent court cases regarding the constitutionality of public sector drug testing programs, all limit what, when, and how information regarding candidates may be obtained and used for employment purposes. Balancing the need to exercise due diligence in identifying the most suitable hires with the need to assure legally defensible, efficient hiring practices that promote a diverse workforce can be challenging.

As part of an overall plan for improving the efficiency and effectiveness of the County's hiring practices, the Human Resources Director requested a comprehensive review of these programs as a priority for the department, and in 2016 initiated a project to undertake this effort. This project included: a review of applicable laws and statutory requirements, Equal Employment Opportunity Commission guidelines, relevant court cases, and recent research and articles regarding legal considerations and best practices; surveys of other public sector agencies; discussions with the County's occupational health and safety providers and departmental subject matter experts; consultation with County Counsel and outside employment law experts; group meetings with department and agency heads, HR liaisons, and employee organizations to discuss proposed changes and obtain input; and, individual meetings with each department to better understand the unique responsibilities, work environment, and statutory requirements associated with their positions.

As a result of this project, Human Resources has identified a number of changes that will better align the County with current best practices and legal considerations and which support effective, appropriate screening based on the demands and responsibilities of each position. Human Resources anticipates that the changes as a result of the updated policy will also create significant efficiencies in some areas, reducing the hiring timeline for positions with limited physical demands/risks by approximately 1-4 weeks.

The following highlight the changes to pre-employment screening practices that were identified through the evaluation project:

- ***Review, update, and document appropriate background checks for each position.*** Significant changes have impacted the background investigation process over the last 5 years, including legislation restricting the use of credit checks (AB 22); legislation barring public sector employers from inquiring into criminal background until later in the hiring process (AB 218 or "Ban the Box"); and new Equal Employment Opportunity Commission enforcement guidance on the consideration of arrest and conviction records. With no centralized system in place to review current background requirements for each position, it is challenging to ensure county-wide consistency with changing requirements.

Status: In May of 2016 Human Resources updated employment background guidelines and provided training to departments on current background and reference checks laws, Equal

Employment Opportunity Commission guidelines, and background check procedures. HR staff then met with each department to discuss, determine, and document the appropriate background checks for each position. To ensure consistency going forward, the background requirements for each position will be captured in the County's Human Resource Management System.

- **Limit pre-employment drug screening to positions providing sensitive public health and safety services.** This change is necessary based on court decisions regarding the legality of "across the board" public sector drug screening programs, which established that governmental employers must demonstrate a "special need" to protect public safety that outweighs the candidate's right to privacy. Our survey of other public sector agencies found that only one of ten conducts "across the board" pre-employment drug screening, with four testing only where required by federal law (commercial drivers, pilots, etc.) and five also testing positions that meet documented "special needs" criteria.

The recent passage of Prop 64, California legislation legalizing recreational marijuana, does not appear to impact the planned changes to the drug screening program. The initiative explicitly states that it is intended to "allow public and private employers to enact and enforce workplace policies pertaining to marijuana." Human Resources will continue to monitor any policy or legal developments that result from the passage of Prop 64, updating the pre-employment policy and drug testing criteria as appropriate.

Status: Human Resources staff worked with departments to develop and apply to each position "special needs" criteria based on the provision of critical public health and safety services. Positions meeting this criteria will continue to undergo drug screening as part- of the pre-employment screening process.

- **Ensure the appropriate level of medical screening based on identified risks, physical demands, and statutory or other requirements associated with performing the essential functions of the position.** This means that candidates for positions with limited physical demands/low risk would no longer undergo a physical exam, but candidates for positions with greater physical demands would continue to receive a physical exam as part of the screening process. The most physically demanding/high risk positions would also complete work simulation/physical abilities testing as part of their medical screening. TB and other tests would be administered based on risk assessments and statutory or other requirements. This change is consistent with current research, our own testing history, and the practice of other public sector agencies (seven of ten surveyed no longer require physical exams for all positions).

Status: Human Resources staff has developed a preliminary list of classes with limited physical demands (primarily administrative jobs) and is working with each department to document all statutory screening requirements (TB screening, hearing, respirator, etc.) for each position.

- **Ensure a uniform and reliable system for documentation of job demands and essential functions.** Both the Americans with Disabilities Act and Equal Employment Opportunity Commission Uniform Guidelines on Selection require accurate, objective documentation of the

position requirements as the basis for legally compliant employment screening. Historically, each department has been responsible for independently completing an Essential Functions Worksheet documenting the position requirements. The Essential Functions Worksheet is used by medical providers for both pre-employment and return-to-work evaluations. This approach does not promote consistency among job classifications, and provides no mechanism for validation of perceptions to assure reliability and objectivity. Human Resources has engaged occupational specialists trained in conducting job demands analysis to assist in these efforts. Use of specialists will substantially improve the process and resulting documentation, provide better support to departments and improving the consistency, accuracy, and reliability of the process.

Status: Human Resources staff conducted a Request for Proposals (RFP) for job demands analysis consulting services, and on July 19, 2016 the Board authorized an agreement with FUTURES REHAB/Abilities USA to provide these services. HR has reviewed the new approach to job demands analysis with departments, who welcome this change. In response to our offer to all employee organizations to meet and confer on proposed changes, HR staff met with several union representatives to discuss the new process and forms. Overall, their response to the new approach to job demands analysis was very positive. Planning for the county-wide job demands analysis project is underway, with a projected “launch” in spring of 2017.

- ***Establish and ensure consistent application of a written policy outlining pre-employment screening criteria, practices, and procedures.*** It is a best practice in establishing legally defensible pre-employment screening programs to assure that requirements are documented, clearly communicated to candidates, and applied consistently throughout the organization. The new policy affirms the County’s commitment to effective, efficient, and legally compliant pre-employment background, medical, and drug screening; outlines roles, responsibilities, and procedures for screening; and, defines the “special needs” criteria for pre-employment drug screening. In addition, the policy details the pre-placement testing that current employees will be subject to upon transfer or promotion.

Status: Upon Board approval, Human Resources will publish and train departments on the new policy.

The proposed changes and policy have been reviewed with legal counsel, the Management Advisory Committee, the Department and Agency Head Association, and departmental Human Resource Liaisons. The draft policy and proposed changes were also distributed to the Civil Service Commission, and to all bargaining unit representatives and after several meetings to discuss the changes, no meet and confer impacts were identified.

Upon approval, Human Resources will distribute the Pre-Employment/Pre-Placement Policy to county departments, special districts and agencies, offer training and support to Human Resources Liaisons and Payroll Clerks, and publish Administrative Policy 4-11 to the County’s Administrative Policy Manual and Human Resources’ website.

**Prior Board Actions:**

June 24, 1997: Adopted Background Checks for New Hires  
December 14, 1999: Adopted Drug and Alcohol Testing Program

July 19, 2016: Authorized agreement with FUTURES REHAB/Abilities USA

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

Appropriate levels of pre-employment screening help the County and special districts and agencies in streamlining the hiring process while still assuring that the best qualified persons available are employed in the service of the County, allowing for a safe, healthy and higher performing workplace.

**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>			

**Funding Sources**

General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
<b>Total Sources</b>			

**Narrative Explanation of Fiscal Impacts:**

This policy creates no new fiscal impact on the County of Sonoma, Special Districts or Agencies and will generate some savings in the area of pre-employment medical screening costs due to a reduction in the number of physical exams, TB screens, and drug screens that will be conducted each year. All costs associated with job demands analysis and pre-employment testing are loss prevention expenses covered by the County's self-insured workers' compensation program.

**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):**

<b>Attachments:</b>
Attachment A: County of Sonoma Pre-Employment/Pre-Placement Screening Policy
<b>Related Items "On File" with the Clerk of the Board:</b>



## Administrative Policy 4.11

# **PRE-EMPLOYMENT/PRE-PLACEMENT SCREENING POLICY**

Approved:

Authority: Human Resources

Revised Date:

### **I. PURPOSE**

It is the purpose of this policy to promote consistency in hiring practices and appropriate, job related screening of finalists for County positions. Effective pre-employment screening will help ensure that the County's mission is supported with qualified employees, and that we provide a safe, secure, and drug and alcohol free environment for employees, clients, residents, and the public which we serve.

### **II. POLICY**

The County of Sonoma (County) is committed to providing equal employment access to all qualified applicants and employees, and a workplace free of discrimination and harassment on the basis of race, color, ancestry, national origin, religious creed, belief or grooming, sex (including sexual orientation, gender identity, gender expression, transgender, pregnancy, childbirth, medical conditions related to pregnancy, childbirth, breastfeeding), marital status, age, medical condition, physical or mental disability, genetic information, military or veteran status, or any other legally protected category, in accordance with federal and state laws and County ordinances.

It is a policy of the County and all agencies and special districts under the direct control and under the governing authority of the Board of Supervisors (hereafter referred to as County) that, as a condition of employment, finalists for full-time, part-time, and extra help positions will be required to successfully pass the pre-employment background, medical, and drug screening requirements that have been identified as appropriate for the position. The medical screening requirements for each assignment are detailed on the Sonoma County Job Classification Screening Schedule and will be included in the conditional job offer letter. Volunteers and interns in assignments that are safety sensitive or physically demanding will also be subject to testing as appropriate for the assignment.

This policy supersedes all previous Human Resources policy memos and guidelines relating to pre-employment medical, drug, and background screening.

### **III. RESPONSIBILITIES**

Department/Agency Heads are responsible for ensuring compliance with all rules, laws, standards, and policies applicable to their department.

The Human Resources Department is responsible for educating Department/Agency Heads, Human Resource Liaisons, and Payroll Clerks about the County's pre-employment screening policies and procedures and appropriate standards to employ in meeting policy requirements.



#### IV. PRE-EMPLOYMENT BACKGROUND INVESTIGATIONS

Finalists for County employment will be subject to background investigation after the applicant's suitability for employment has been ascertained. The specific components of the background check will be limited to job-relevant and legally mandated matters, based on the nature and duties of the position(s) sought. Background investigations may include: criminal conviction history, verification of social security number, prior work verification, verification of academic credentials, credit history, driving history, and other investigations that are determined to be relevant.

Background checks are conducted with the full knowledge and consent of the finalist. Finalists will be provided with all rights afforded by and all notifications required under applicable State and Federal law, including the Fair Credit Reporting Act (FCRA), California Investigative Consumer Reporting Agencies Act ("ICRAA"), and the California Consumer Credit Reporting Agencies Act ("CCRAA") and will be required to sign releases authorizing the background and reference checks. A refusal to sign a release form will serve to eliminate the finalist from further consideration for employment.

Unless otherwise provided by law, having a criminal conviction history may not necessarily preclude employment. The nature and date of any criminal conviction and its relevance to the finalist's suitability for the particular position and whether the finalist's employment by the County poses an unacceptable risk will be considered on a case-by-case basis. The appointing authority will evaluate whether a sufficient job-related connection exists between the conviction and the specific duties and responsibilities of the position in question that may impact the finalist's eligibility and suitability for the position and will make the final employment determination in accordance with the County's Guidelines for Conducting Background Checks **and in consultation with the Human Resources Department**. In making the decision, the appointing authority will carefully consider the potential impact of the adverse information on the safety and security of employees, clients, residents and the public, and the security of County assets. Similarly, in those instances where a credit check is performed for a position specified in Labor Code section 1024.5, having a poor credit history may not necessarily preclude employment in and of itself, but will be evaluated on a case-by-case basis.

#### V. PRE-EMPLOYMENT MEDICAL SCREENING

Pre-employment medical screening may include physical examinations, psychological examinations, physical abilities testing, and other job-related medical screening tests, depending on the nature and duties of the position. Finalists must meet a job classification's established screening criteria in order to be designated as qualified for employment in that classification. Finalists will be made a job offer that is contingent upon the successful completion of any pre-employment medical screening.

Classifications that are primarily administrative in nature, and which have been determined to have limited physical requirements for lifting, carrying, etc. will not be required to undergo a physical examination. Finalists for classifications that are not required to complete a physical examination will, upon receipt of a conditional job offer, be required to complete a Self-Disclosure of Restrictions and/or Need for Accommodation in order for the County to insure that the individual can safely perform the job.

##### A. Documenting job requirements

The requirements and essential functions of a job are determined using information gathered from current employees performing the job and their supervisors, with an industrial specialist performing on-site job demands assessments as needed.

- Job classifications must have properly executed job demands and essential functions documentation on file in the Human Resources Department prior to scheduling of pre-employment medical screening.
- When the requirements for a specific job classification change, the appointing authority is responsible for notifying the Human Resources Department in order to update the documentation on file.

#### B. Reasonable Accommodation

Candidates have the right to request an accommodation under the Americans with Disabilities Act and Fair Employment and Housing Authority (ADA/FEHA).

The County is committed to providing reasonable accommodation for the known disabilities of a qualified employee or finalist to (1) enable the individual to be considered for a job; (2) enable the individual to perform the essential functions of the job; or (3) enable the individual to enjoy equal benefits and privileges of employment. The County is not required to provide an accommodation that would be an undue hardship or that would present a direct threat to the employee/candidate or others.

### VI. PRE-EMPLOYMENT DRUG TESTING

A finalist for a position in a classification that has been designated as meeting the criteria for pre-employment drug testing must participate in and successfully pass a drug test as part of the County's post-offer, pre-employment screening process. Failure or inability to successfully pass the drug test will result in disqualification from eligibility for County employment for a period of six months.

#### A. Classes Requiring Pre-employment Drug Testing

All finalists applying for a position where the essential functions generally require the incumbent to meet one or more of the following conditions will be subject to pre-employment drug testing:

- 1) Operate commercial motor vehicles (as defined under State and Federal regulations and administered under the [County's Department of Transportation Alcohol and Drug Testing Policy](#)).
- 2) Perform public safety/law enforcement activities.
- 3) Carry a firearm.
- 4) Perform emergency response activities.
- 5) Operate heavy equipment, machinery, or power tools on a regular basis.
- 6) Routinely work with gases or hazardous materials.

- 7) Provide direct service or care to a sensitive/vulnerable population.
- 8) Provide medical advice.
- 9) Perform duties which include regular, frequent and/or unsupervised access to: drugs, inmates, evidence, criminal databases and records, and/or sensitive security information.
- 10) Safety-sensitive – Positions where mistakes pose an immediate and severe risk of harm.
- 11) Other – Positions where errors in judgment, inattentiveness, or diminished coordination, dexterity or composure while performing assigned duties could result in mistakes that could endanger the health and safety of others.

The criteria listed above is intended to provide guidance when evaluating a position and/or classification for pre-employment drug testing and is not intended to be exhaustive. Consideration is given to each position with respect to assigned duties and the manner in which they are performed, environment, location, degree of involvement with sensitive populations, and the element of risk to one's self, others and the public.

#### B. Testing Procedures

All testing will be conducted by a licensed independent medical laboratory, in accordance with applicable laws and which will follow established testing standards and protocols. Testing will be conducted on a urine sample provided by the finalist to the testing laboratory under procedures established by the laboratory to ensure privacy of the employee while protecting against tampering/alteration of the test results.

#### C. Refusal to Undergo Testing

Finalists who refuse to submit to a drug test or who fail to show up for a drug test will no longer be considered for employment.

#### D. Positive Drug Tests

With all positive drug tests, the licensed independent medical laboratory that conducted the test will first contact the finalist to determine if there is a medical explanation for the positive test result. If documentation is provided and the independent Medical Review Officer determines that there was a legitimate medical explanation for the positive result, the test result will be reported to the County as negative.

If the analysis tests positive for the presence of controlled substances (as defined by either State and/or federal law), the finalist has seventy-two (72) hours to request that a different certified lab analyze the specimen. All costs associated with the request of the finalist for a second analysis shall be the financial responsibility of the finalist, unless an error in the initial results is identified.

#### E. Dilute Specimen

A dilute specimen is a urine specimen with creatinine and specific gravity values that are lower than expected for human urine. A negative dilute result is unsatisfactory on a pre-employment test. In such instances, finalists will be provided one additional opportunity to provide a valid specimen, and will immediately be scheduled for a retest. The result of the second test will determine whether the finalist is eligible for employment.

#### F. Medical and Recreational Marijuana

Although California law exempts from criminal prosecution in state court those individuals who obtain a medical marijuana identification card from the California Department of Public Health, and the passage of Prop 64 allows for off-duty recreational use of marijuana by adults who are over age 21 in certain locations without fear of criminal prosecution, neither of these laws affect an employer's rights and obligations to maintain a drug and alcohol free workplace. Similarly, these laws and case law, do not require employers to permit or accommodate the use, consumption, possession, transfer, display, transportation, sale, or growth of marijuana in the workplace, or affect the ability of employers to have policies prohibiting the use of marijuana by employees and prospective employees. Under the federal Controlled Substances Act, marijuana remains an illegal drug, and California laws do not prevent employers from complying with Federal Law. Consequently, and consistent with a California Supreme Court decision upholding the right of an employer not to hire an applicant who tested positive for marijuana recommended by his physician, employers in California can continue to rely on federal law and enforce their workplace substance abuse policies and can continue to test for use of and refuse to hire applicants who test positive for controlled substances, including marijuana, even in instances where the applicant was legally using marijuana for medical reasons under the state's Compassionate Use Act and/or for non-medical, recreational use under Prop 64.

Accordingly, medical use of marijuana that may be legal under the State Compassionate Use Act or non-medical recreational use that may be legal under Prop 64 does not constitute an acceptable explanation or excuse for a positive drug test under this Policy, and does not hinder or affect the County's ability to fail to hire such applicant as a result of the positive drug test. In such instances, the Medical Review Officer (MRO) will automatically verify such tests as "positive", and the candidate will be disqualified from further consideration.

#### G. Failure to Successfully Complete the Drug Testing Process

A finalist who receives any of the following results on the drug test is not eligible to be hired, and is disqualified from consideration from County employment for a period of six months from the date of the test result:

- verified "positive"
- second "negative dilute"
- "cancelled—invalid result" where the finalists explanation is not accepted by the MRO
- verified "adulterated"
- verified "substituted"

## **VII. PRE-PLACEMENT TESTING OF CURRENT EMPLOYEES**

Current employees applying for transfer, promotion, or demotion to a position which includes statutory or regulatory requirements for pre-employment screening will be subject to all mandated screening. In addition to any mandated screening, current employees will be subject to pre-placement testing as detailed below:

**Medical/Physical Exams:** Current employees moving into positions with greater physical demands than the employee's current position will be subject to any medical screening requirements they have not previously completed (e.g. new position requires physical exam which was not required in current or previous positions), including job specific physical abilities testing.

**Alcohol and Drug Screening:** Current employees are only subject to: 1) drug screening if moving into law enforcement departments (District Attorney's Office, Probation Department, and Sheriff's Office), and within these departments into positions requiring additional background/medical screening requirements; and 2) alcohol and drug screening if moving into commercial driving positions, as detailed in the County's Department of Transportation (DOT) Alcohol and Controlled Substance Testing Program.

**Background Investigations:** Current employees moving into positions with different background requirements than that of their current position will be subject to those background checks they have not previously completed (e.g. new position requires education and professional license verification which were not required in current or previous positions).

## **VIII. RE-HIRES**

Employees re-hired within ninety (90) days of separation will not be required to complete pre-employment screening unless otherwise specified by Peace Officer Standards and Training (POST), Standards and Training for Corrections (STC), Federal Department of Transportation (DOT), or other applicable state or federal regulations.

## **IX. COST OF TESTING**

The County shall pay the cost of all initial pre-employment screening\*, including the confirmation of any positive drug test result by gas chromatography. All testing will be performed by the County's designated facility(s).

\*If a candidate with a positive drug screen requests that a different certified lab analyze their specimen, all costs associated with the request shall be the financial responsibility of the candidate, unless an error in the initial results is identified.

## **X. PRIVACY RIGHTS**

Privacy and confidentiality of all information obtained in the pre-employment screening process will be adhered to in accordance with applicable state and federal regulations.

## **XI. CIVIL SERVICE RULES/OTHER RULES AND POLICIES**

Nothing in this policy should be construed to limit, remove, or in any way alter:

- The existing or future jurisdiction or authority of the Civil Service Commission as provided in Sonoma County Ordinance No. 305-A as amended or as provided in the rules adopted thereunder.
- The County, Agency and District's general policies prohibiting the presence and use of alcohol and drugs in the workplace.

## **XII. RELATED INFORMATION**

In addition to this policy, information regarding pre-employment screening and the drug and alcohol policies of the County pertaining to current employees are also included in:

- [Civil Service Rules](#)
- Departmental policies and procedures
- [County of Sonoma Guidelines for Conducting Background Investigations](#)
- [County of Sonoma Guidelines for Obtaining and Providing Employment References](#)
- [County of Sonoma Disability and Reasonable Accommodation Policy](#)
- County of Sonoma Equal Employment Opportunity Policy



## 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:** January 24, 2017

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Sharon Post, 565-1119

**Supervisorial District(s):**

All

**Title:** Amendment to 2016 Division of Boating and Waterways Law Enforcement Equipment Grant Program Agreement

### **Recommended Actions:**

Adopt a resolution authorizing the Sheriff to execute an amendment to the Division of Boating and Waterways Law Enforcement Equipment Grant Program Agreement and requests for reimbursement for the grant award not to exceed \$81,182.

### **Executive Summary:**

The Sheriff requests the Board approve an amendment to the 2016 Division of Boating and Waterways (DBW) Law Enforcement Equipment Grant Program Agreement. The Board approved Resolution No. 16-0359 on September 20, 2016 authorizing the original agreement, however given the significant change in scope of the project to be funded, a new resolution authorizing the amendment is needed.

### **Discussion:**

The Sonoma County Sheriff's Office (SCSO) Marine Unit maintains primary law enforcement jurisdiction over Sonoma County's waterways, which include: Bodega Bay and Lake Sonoma, and portions of the Russian River, Petaluma River/San Pablo Bay, Gualala River, and coastal Pacific Ocean. The California State Department of Parks and Recreation, Division of Boating and Waterways (DBW) makes Boating Safety and Enforcement Equipment Grants available to subvention grantees to purchase law enforcement patrol boats and marine patrol equipment.

In April 2016, the SCSO Marine Unit applied for a DBW equipment grant. DBW approved the application for \$81,182 to repower an older patrol boat, and the Board approved the required resolution authorizing execution of the grant agreement on September 20, 2016 (Item No. 12, Resolution No. 16-0359).

After the grant agreement was executed, plans for using the grant funds changed when the DBW's Inspector determined that purchasing a new patrol boat, rather than repowering an aging one as originally planned, would be a more judicious use of grant funds. The Sheriff seeks approval of the

amended agreement to facilitate this change. A new resolution approved by the Board is needed to execute the amended grant agreement. The original \$81,182 amount of the grant award is unchanged. DBW's standard agreement for boating equipment purchases has been replaced with its standard boat purchase agreement.

The SCSO conducts patrol duties on Lake Sonoma for law enforcement and education purposes. The current primary Lake Sonoma patrol boat is a 2009 22' North River with over 950 operating hours on the powering system and hull. With the purchase of a new patrol boat, the current vessel will become the Unit's backup boat to be used on busy holiday weekends when two patrol boats are optimal for adequate coverage. The new patrol boat will enhance the Unit's options for deploying multiple vessels on a single waterway thus improving its ability to respond during enforcement operations, search and rescue operations, and mutual aid events in other jurisdictions. Patrol schedules will not change, and maintenance and operating costs will not increase as a result of the purchase.

DBW has forwarded the amended Boating Safety and Enforcement Grant Agreement Patrol Boat Grant #C16L0615-1 for execution by the County. Due to Federal procedural changes, the Sheriff's Office must attain a fully executed contract, complete its bid process, obtain a secured purchase order, and submit a request for reimbursement by September 30, 2017. The Sheriff's Office will work closely with County Purchasing to comply with DBW's procurement procedures. Non-approval of this Board item will result in a loss of \$81,182 in revenue for an equipment grant for the Sheriff's Marine Unit.

**Prior Board Actions:**

9/20/16: Board approved an \$81,182 Equipment Grant for repowering a patrol boat. Prior Equipment Grants from DBW were approved by the Board in April 2015 (\$40,000) and October 2010 (\$35,000).

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

Approval of this item will improve the Sheriff's Marine Unit's ability to respond to calls for service and enhance both officer and community safety on the County's waterways.



<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	\$81,182		
Additional Appropriation Requested	\$36,000		
<b>Total Expenditures</b>	<b>\$117,182</b>		
<b>Funding Sources</b>			
General Fund/WA GF			
State/Federal	\$81,182		
Fees/Other	\$36,000		
Use of Fund Balance			
Contingencies			
<b>Total Sources</b>	<b>\$117,182</b>		
<b>Narrative Explanation of Fiscal Impacts:</b>			
<p>The Board approved a resolution authorizing the Sheriff to enter into an agreement to accept the Division of Boating and Waterways grant award on September 20, 2016. On October 11, 2016, the Board approved a budget adjustment to appropriate offsetting grant revenue and expenditures.</p> <p>The DBW's Inspector recommends the purchase of a new patrol boat instead of repowering an older boat as originally planned. Despite the cost increase associated with the approved change in project scope, the DBW grant award remains at \$81,182. The estimated cost to purchase a new boat is \$117,182. To cover the grant funding shortfall, the Sheriff recommends appropriating unanticipated revenue from the sale of old boats and miscellaneous Marine Unit equipment in the amount of \$36,000. Budgetary adjustments will be requested through the mid-year consolidated budget adjustment process.</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>			
Resolution authorizing execution of the amended DBW Equipment Grant documents			

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

Copy of amended Grant Agreement Contract C16L0615-1 with the California Department of Parks and Recreation, Division of Boating and Waterways



County of Sonoma  
State of California

Date: January 24, 2017

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

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, authorizing Sonoma County Sheriff-Coroner to execute the amended Law Enforcement Equipment Grant Program agreement with the California Division Of Boating and Waterways and accept the Boating Safety and Enforcement Patrol Boat Grant award of \$81,182.**

**Whereas**, the Sheriff-Coroner is required to provide law enforcement services on Sonoma County waterways; and

**Whereas**, the Sonoma County Sheriff's Office, Marine Unit has identified a Marine Unit primary lake patrol vessel in need of replacement and has requested funding from the California Department of Parks and Recreation, Division of Boating and Waterways; and

**Whereas**, the Sheriff-Coroner has applied for and has been awarded funding from the California Department of Parks and Recreation, Division of Boating and Waterways for replacement of the Marine Unit primary lake patrol vessel.

**Now, Therefore, Be It Resolved** by the Board of Supervisors that Sonoma County Sheriff-Coroner, Steve Freitas, is authorized to execute the amended California Department of Parks and Recreation, Division of Boating and Waterways Law Enforcement Equipment Grant Program Agreement and requests for reimbursement up to \$81,182.

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

**To:** Board of Supervisors

**Board Agenda Date:** January 24, 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:** Establish No Parking Restrictions on Moorland Avenue (#68085) - Adopt

### **Recommended Actions:**

Adopt an ordinance amending Ordinance No. 2300 by establishing no parking restrictions on the east side of Moorland Avenue (#68085) from Postmile 10.655 to Postmile 10.68 at the intersection with Hazelnut Lane.

### **Executive Summary:**

Staff from Transportation and Public Works (TPW) and Sonoma County Transit (SCT) have been working together for the past several months to address concerns in the Moorland Avenue neighborhood regarding public transit facilities, specifically the installation of a new bus shelter. The requested action to establish No Parking Zone in the vicinity of the requested shelter is the first step in the process.

### **Discussion:**

At an August 2016 public meeting with TPW staff, the community identified concerns and requests related to traffic and transit issues on Moorland Avenue, a major collector road that carries average daily traffic of approximately 3,800 vehicles per day. Moorland Avenue services the transportation needs of the immediate unincorporated area and provides a direct connection north to Bellevue Avenue in the City of Santa Rosa and south to Todd Road and State Highway 101.

One specific request discussed the need for a new bus shelter to provide some refuge for transit users waiting to board during adverse weather conditions. TPW and SCT staff met in the field to review potential locations for a bus shelter. Considerations were given to potential aesthetic impacts, ease of pedestrian access, and ability to incorporate the shelter within existing pedestrian facilities at relatively low cost and effort. Ultimately, the southeast corner of the Moorland Avenue/Hazelnut Lane intersection was chosen due to its wide sidewalk and minimal aesthetic impact to nearby housing.

The proposed No Parking restriction also aligns with the Board's recently adopted Complete Streets Policy (Resolution No. 15-0463) of providing a transportation network with infrastructure and design that allows safe and convenient travel along and across streets for all users, including pedestrians,

bicyclists, and persons with disabilities.

**Prior Board Actions:**

January 10, 2017 - Resolution waiving the reading of the ordinance.

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

This requested action will help ensure safety and comfort of community members who utilize the public transit system.

**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	\$500.00		
Additional Appropriation Requested	\$0.00		
<b>Total Expenditures</b>	<b>\$500.00</b>		

**Funding Sources**

General Fund/WA GF			
State/Federal	\$500.00		
Fees/Other			
Use of Fund Balance			
Contingencies			
<b>Total Sources</b>	<b>\$500.00</b>		

**Narrative Explanation of Fiscal Impacts:**

Estimated expense to install the signage for No Parking zone is \$500. Appropriations are available within the 2016 Road Maintenance budget, to be funded with operating revenues comprised largely of state gas taxes.

**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):**

None.

<b>Attachments:</b>
Location Map, Ordinance
<b>Related Items "On File" with the Clerk of the Board:</b>
None.

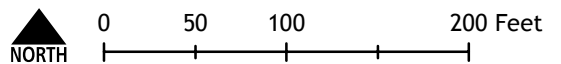
# Location Map

Proposed No Parking Zone - Moorland Avenue

November, 2016



Transportation & Public Works Department  
County of Sonoma



**AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SONOMA,  
STATE OF CALIFORNIA, AMENDING SONOMA COUNTY ORDINANCE NO. 2300 BY  
ESTABLISHING NO PARKING RESTRICTIONS ON MOORLAND AVENUE.**

The Board of Supervisors of the County of Sonoma, State of California, ordains as follows:

Section I. Subsection 561 is hereby added to Section VII of Sonoma County Ordinance No. 2300 (said Section establishes No Parking zones) to read:

East side of Moorland Avenue (#68085) from Postmile 10.655 to Postmile 10.68.

Section II. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portion of this Ordinance. The Board of Supervisors hereby declares that it would have passed this Ordinance and every section, subsection, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

Section III. This Ordinance shall be and the same is hereby declared to be in full force and effect from and after thirty (30) days after the date of its passage and shall be published once before the expiration of fifteen (15) days after said passage, with the names of the Supervisors voting for or against the same, in *The Press Democrat*, a newspaper of general circulation published in the County of Sonoma, State of California.

In regular session of the Board of Supervisors of the County of Sonoma, introduced on the \_\_\_\_\_ day of \_\_\_\_\_, 2017, and finally passed and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2017, on regular roll call of the members of said Board by the following vote:

**SUPERVISORS:**

Gorin: \_\_\_ Rabbitt: \_\_\_ Gore: \_\_\_ Hopkins: \_\_\_ Zane: \_\_\_

Ayes: \_\_\_\_\_ Noes: \_\_\_\_\_ Absent: \_\_\_\_\_ Abstain: \_\_\_\_\_

**WHEREUPON**, the Chair declared the above and foregoing Ordinance duly adopted and

**SO ORDERED.**

\_\_\_\_\_  
Chair, Board of Supervisors  
County of Sonoma

ATTEST:

\_\_\_\_\_  
Clerk of the Board of Supervisors





## County of Sonoma Agenda Item Summary Report

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

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

**To:** Board of Supervisors

**Board Agenda Date:** January 24, 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):**

First

**Title:** Boyes Boulevard Road Bridge Replacement Project

### **Recommended Actions:**

Adopt a Resolution accepting two (2) Grant Deeds, two (2) Construction Easement Deeds, and one (1) Slope Easement Deed and authorizing the Chair to execute two (2) Property Purchase Agreements for three (3) partial fee-take purchases, two (2) temporary constructions and one (1) slope easement, required for the Boyes Boulevard Road Bridge Replacement Project, authorizing payments of \$6,400 and \$10,800 totaling \$17,200, which includes \$0 for severance damages; authorizing transfer of taxes on said lands; and authorizing refunds, if applicable, pursuant to §5096 of the Revenue and Taxation Code; lands of Benjamin Cesar Salgado, an Unmarried Man, and Gloria D. Robles, Surviving Joint Tenant (APN's: 052-192-011 and 052-192-018); Project C01147

### **Executive Summary:**

The Department of Transportation and Public Works (TPW) is requesting the Board of Supervisors adopt a resolution and authorize the Chair to execute Property Purchase Agreements for the purchase of partial fee-take acquisitions, temporary construction easements and a slope easement required for the Boyes Boulevard Road Bridge Replacement Project. The Project will replace the existing two-lane Boyes Boulevard Bridge with a new two-lane bridge designed to meet current design standards including improvements to roadway approaches and appurtenant facilities. The replacement bridge will comply with current roadway, drainage, and bridge standards as specified by the County of Sonoma.

This Project is one of nine remaining bridges in the State of California's Mandatory Seismic Retrofit Program. Project construction is expected to begin in 2018 and right-of-way must be acquired from seven (7) separate subject properties adjoining the existing bridge right of way to construct the Project.

**Discussion:**

The subject properties are fully improved parcels with single family residences. The lot sizes are 6,050 square feet (Lands of Salgado APN's: 052-192-011) and 7, 100 square feet (Lands of Robles, APN's: 052-192-018) respectively.

Both property owners purchased the subject properties over five years ago. The County made a formal offer to purchase the required property rights from Mr. Salgado on August 5, 2016. An offer to purchase the required property rights was made by the County to Mrs. Robles on August 23, 2016.

After a period of negotiations, Mr. Salgado agreed to settle for \$6,400. The settlement proposed is \$2,000 above the County's initial offer. Mrs. Robles agreed to settle for the County's appraised value of \$10,800.

The subject properties are located along Boyes Boulevard in close proximity to Boyes Boulevard Bridge. The property rights are needed to accommodate roadway improvements in this area related to replacement of the road bridge.

The property owners have signed Property Purchase Agreements, Grant Deeds, Temporary Construction Easement Deeds, and a Slope Easement Deed conveying the needed property interests to Sonoma County.

This Project is funded with 88.53% federal bridge program funds and 11.47% local matching funds, of which Sonoma Valley Traffic Mitigation fees will be used on this purchase. The required state and federal environmental processes have been completed for the project and negotiations with the remaining four (4) property owners impacted by the Project are on-going. If these purchases are not approved, it could cause significant delays in project schedule as alternative methods of the acquiring the necessary right of way such as eminent domain proceedings could become necessary.

**Prior Board Actions:**

12/13/16: No. 45 Board approved a Purchase Agreement with Linas A. Baranauskas for a full fee purchase for the Boyes Boulevard Bridge Replacement Project. 3/17/15: No.20: Board approved an agreement with Associated Right of Way Services, Inc. for five federal bridge projects including the Boyes Boulevard Bridge Replacement project; 5/7/13: No. 28 Board approved an engineering design contract with Moffat and Nichol for the Boyes Boulevard Bridge Replacement Project

**Strategic Plan Alignment**      Goal 3: Invest in the Future

The project invests in the future by replacing aging public infrastructure to ensure a reliable transportation network for the community.

<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	\$17,200		
Additional Appropriation Requested			
<b>Total Expenditures</b>	<b>\$17,200</b>		
<b>Funding Sources</b>			
General Fund/WA GF			
State/Federal	\$\$15,227		
Fees/Other	\$1,973		
Use of Fund Balance			
Contingencies			
<b>Total Sources</b>	<b>\$17,200</b>		
<b>Narrative Explanation of Fiscal Impacts:</b>			
Appropriations are budgeted in the Roads Capital Improvement Budget. These purchases are funded with federal bridge program and Sonoma Valley Traffic Mitigation fees.			
<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>			
Resolution; Location Map; Acquisition Maps			
<b>Related Items "On File" with the Clerk of the Board:</b>			
Agreement(s)			



County of Sonoma  
State of California

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Date: January 24, 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, Accepting Two Grant Deeds, Two Temporary Construction Easement Deeds and One Slope Easement Deed; Authorizing Execution of Two Right of Way Contracts – Public Highway; Authorizing Payments totaling \$17,200, including \$-0- Severance for the Herein Described Conveyances; Authorizing Proration and Transfer of Taxes on Said Lands; and Authorizing Refunds, if Applicable Pursuant to §5096 of the Revenue and Taxation Code; Boyes Boulevard Bridge Replacement Project; lands of Benjamin Cesar Salgado (APN 052-192-011); and Gloria D. Robles (APN 052-192-018); Project No. C01147**

**Whereas**, a Grant Deed dated November 18, 2016, and a Grant of Temporary Construction Easement dated November 18, 2016, conveying land described therein to the County of Sonoma, has been tendered to this Board of Supervisors by Benjamin Cesar Salgado, an Unmarried Man; and

**Whereas**, A Grant Deed dated November 18, 2016, a Grant of Easement dated November 18, 2016, and a Grant of Temporary Construction Easement dated November 18, 2016, conveying land described therein to the County of Sonoma, has been tendered to this Board of Supervisors by Gloria D. Robles, Surviving Joint Tenant; and

**Whereas**, the County of Sonoma is desirous of securing said land for a bridge replacement project on Boyes Boulevard in Sonoma.

**Now, Therefore, Be It Resolved** that the Board does hereby accept said deeds according to terms set forth herein.

**Be It Further Resolved** that the Chair of the Board be and hereby is authorized and directed to execute the Right of Way Contracts – Public Highway and the statutory Certificates of Acceptance in connection with said deeds.

**Be It Further Resolved** that the financial consideration for said property purchase totals \$17,200:

Resolution #

Date:

Page 2

**Be It Further Resolved** that as part of the total financial consideration above, the County Auditor and Treasurer be and hereby are authorized and directed to draw their warrants on the Roads Capital Improvement Budget, in the sums of \$6,400 payable to First American Title Company, Escrow No. 4904-4433668 (Benjamin Cesar Salgado) payable to Benjamin Cesar Salgado; and \$10,800 payable to First American Title Company, Escrow No. 4904-4433839 (Gloria D. Robles) payable to Gloria D. Robles; said sums representing the financial considerations agreed upon in connection with the herein described conveyances.

**Be It Further Resolved** that pursuant to §4986 and §5096 of the Revenue and Taxation Code of the State of California, the County Auditor and Assessor be and hereby are authorized and directed to prorate, transfer and refund (if applicable) the taxes as of this date on the herein described lands conveyed to the County of Sonoma more particularly described as follows:

See Exhibits "A" – "E"

**Be It Further Resolved** that the County Recorder be and hereby is authorized to record said deed at no cost to the County as provided under Government Code 6103.

**Supervisors:**

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:




**So Ordered.**







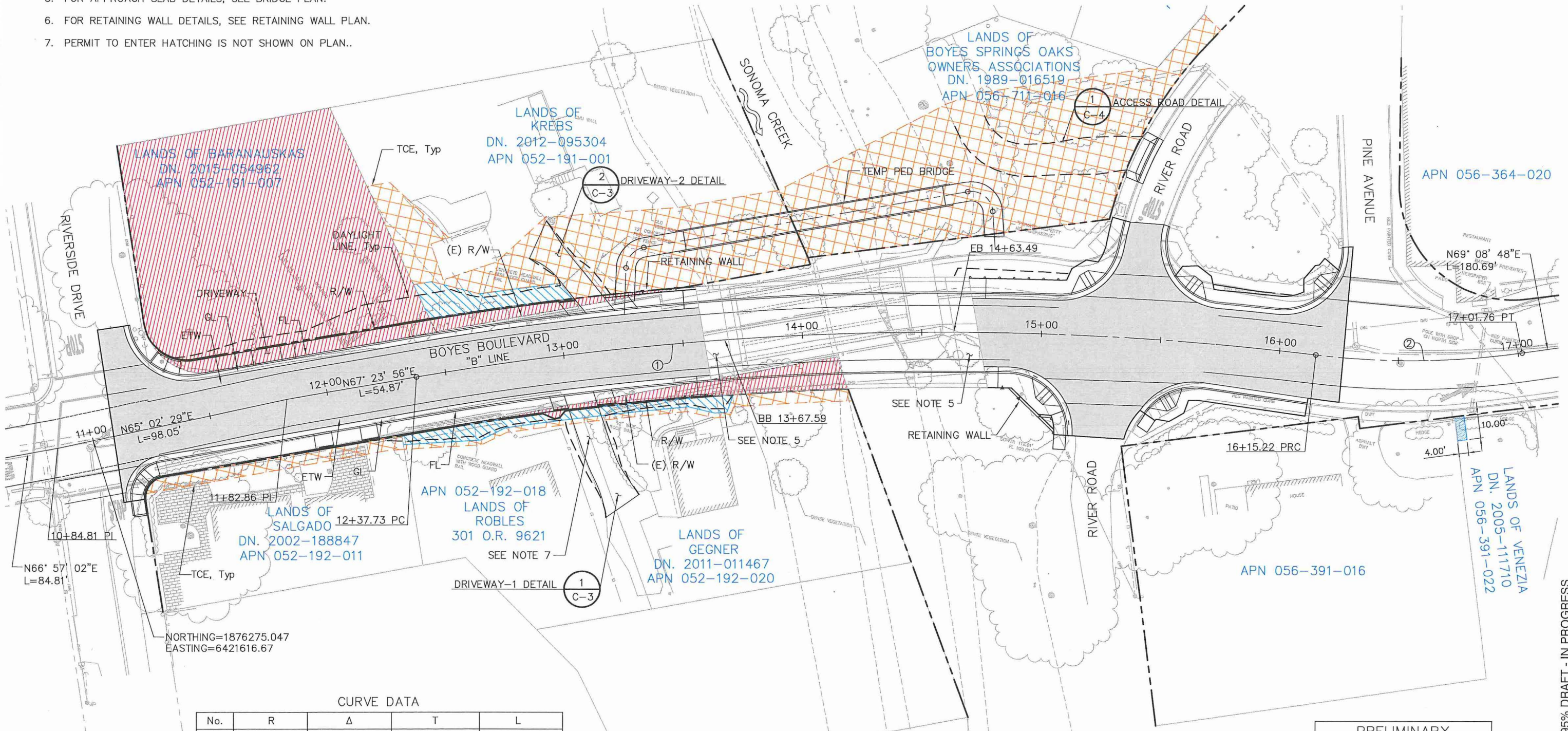
**NOTES:**

1. ALL CALLOUTS REFERENCE "B" LINE UNLESS OTHERWISE NOTED.
2. FOR ADDITIONAL DETAILS, SEE CONSTRUCTION DETAILS SHEETS.
3. UNLESS OTHERWISE NOTED ON PLANS, SEE CALTRANS STANDARD PLAN A10A AND REVISED STANDARD PLAN A10B FOR ABBREVIATIONS.
4. FOR BRIDGE DETAILS, SEE BRIDGE PLANS.
5. FOR APPROACH SLAB DETAILS, SEE BRIDGE PLAN.
6. FOR RETAINING WALL DETAILS, SEE RETAINING WALL PLAN.
7. PERMIT TO ENTER HATCHING IS NOT SHOWN ON PLAN..

**LEGEND**

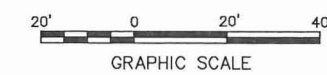
-  AC PvmT RECONSTRUCTION
-  Const DETAIL REFERENCE
-  CREEK FLOWLINE

-  Permanent Right of Way Acquisition
-  Permanent Slope Easement
-  Temporary Construction Easement
-  Permanent Utility Easement



**CURVE DATA**

No.	R	Δ	T	L
①	1300'	16°38'15"	109.08'	377.49'
②	333'	14°53'23"	43.51'	86.54'



PRELIMINARY  
NOT TO BE USED FOR CONSTRUCTION

95% DRAFT - IN PROGRESS

DESIGN:	DATE	REVISION	BY	APPROVED
-				
DRAWING:				
TH				
CHECKED:				
2016				

REGISTERED CIVIL ENGINEER:

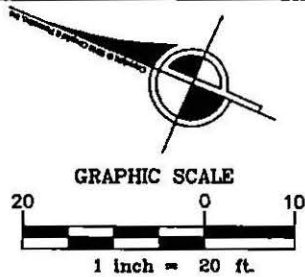
**moffatt & nichol**  
2185 NORTH CALIFORNIA BLVD, SUITE 500  
WALNUT CREEK, CALIFORNIA 94598  
(925) 944-5411

**COUNTY OF SONOMA**  
2300 COUNTY CENTER DRIVE, SUITE B 100  
SANTA ROSA, CALIFORNIA 95403  
(707) 585-2231

**BOYES BLVD  
BRIDGE REPLACEMENT**

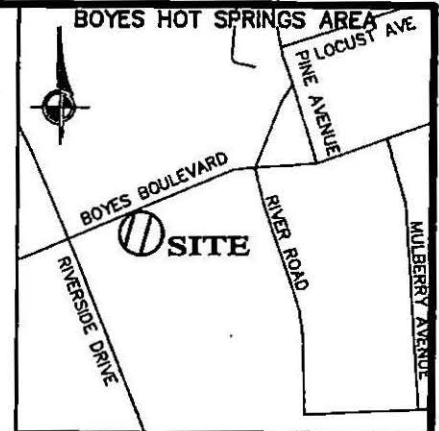
ROW FIGURE				
ROAD NUMBER	BUDGET NUMBER	FISCAL YEAR	SHEET NUMBER	TOTAL SHEETS
56106	C01147	2014-15	-	-



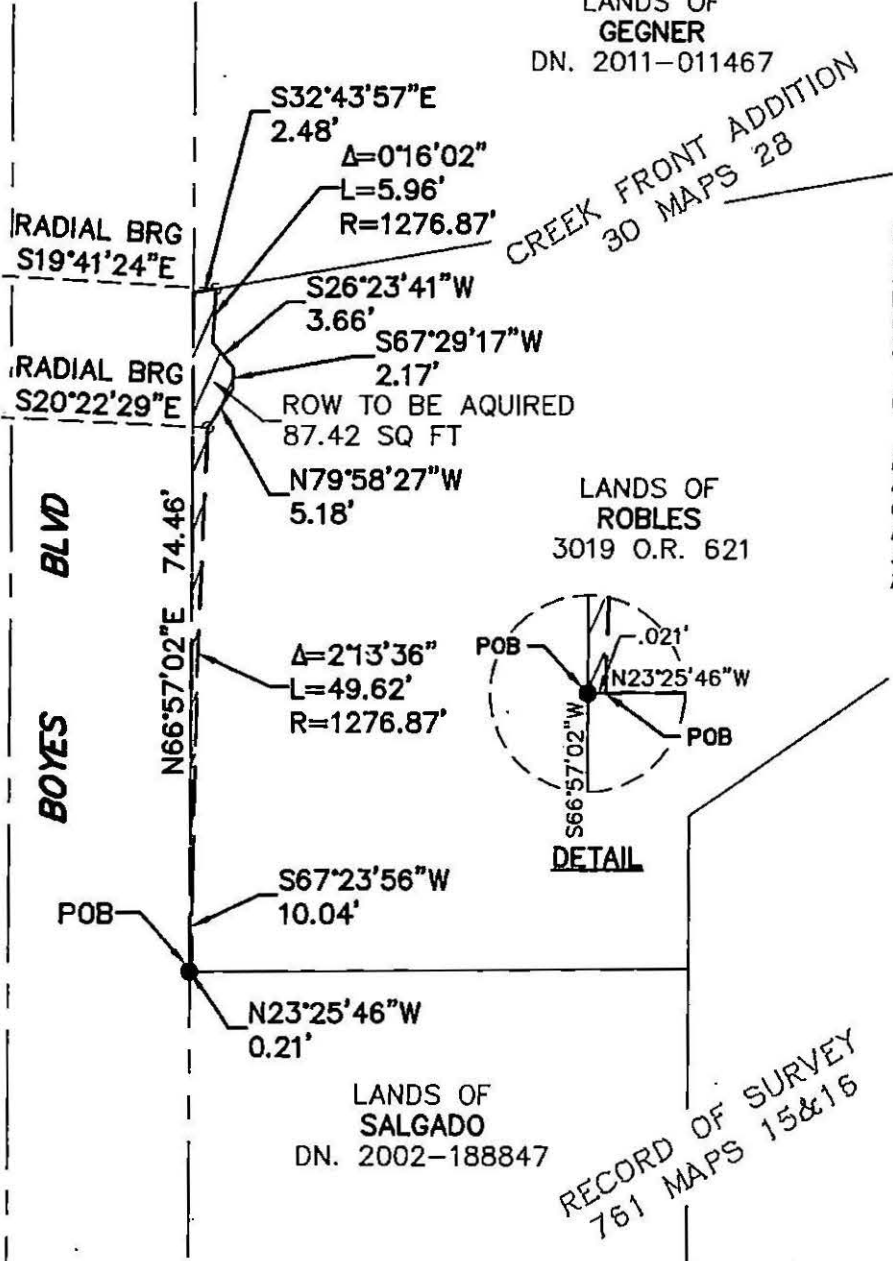


### EXHIBIT B

THIS DIAGRAM IS FOR GRAPHIC PURPOSES ONLY. ANY ERRORS OR OMISSIONS SHALL NOT EFFECT THE LEGAL DESCRIPTION.



**LOCATION MAP**  
NTS



LANDS OF GEGNER  
DN. 2011-011467  
CREEK FRONT ADDITION  
30 MAPS 28

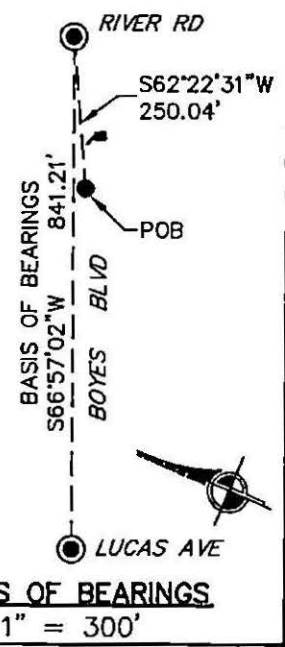
LANDS OF ROBLES  
3019 O.R. 621

LANDS OF SALGADO  
DN. 2002-188847

RECORD OF SURVEY  
761 MAPS 15&16

- ABBREVIATIONS**
- DN = DOCUMENT NUMBER
  - POC = POINT OF COMMENCEMENT
  - POB = POINT OF BEGINNING
  - OR = OFFICIAL RECORDS
  - NTS = NOT TO SCALE
  - = FND 1/2" IP, NO TAG
  - ⊙ = FND 2" BRASS DISK, NO TAG

**BASIS OF BEARINGS:**  
RECORD OF SURVEY OF THE RIGHT OF WAY LINES OF BOYES BOULEVARD FROM RIVERSIDE DRIVE TO SPRING STREET; BOOK 761 MAPS, PAGES 1-2, S.C.R.



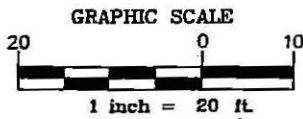
**BASIS OF BEARINGS**  
1" = 300'

C:\LD07\6632\dwg\Legal Desc Plots\6632.052-192-018 PERM.dwg  
Jan 22, 2016 - 9:57am

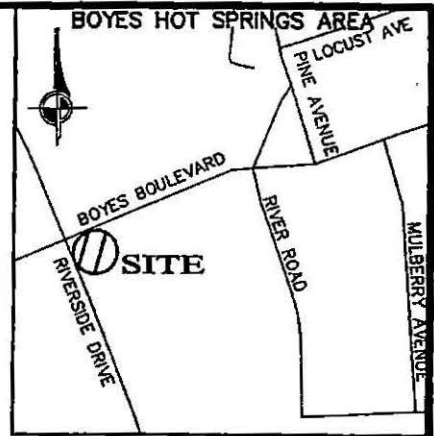
<b>OWNER AND MAILING ADDRESS</b>		<b>PROPERTY AREAS</b>		<b>COUNTY OF SONOMA</b>	
ALFRED & GLORIA ROBLES P.O. BOX 589 BOYES HOT SPRINGS, CA 95416		ORIGINAL PARCEL: <u>0.24 ACRES</u> ROW ACQUISITION: <u>87± SQ FT</u>		RIGHT OF WAY ACQUISITION LANDS OF ROBLES TO COUNTY OF SONOMA	
A.P. No. <u>052-192-018</u>		COUNTY ACQUISITION DEED		Scale: <u>1"=20'</u> Date: <u>6/25/15</u>	
O.R. No. <u>3019 O.R. 621</u>				APPROVED	
PROP.AD. <u>334 BOYES BLVD, SONOMA</u>		O.R. _____		DWN. JMR CHK. AGC	

### EXHIBIT B

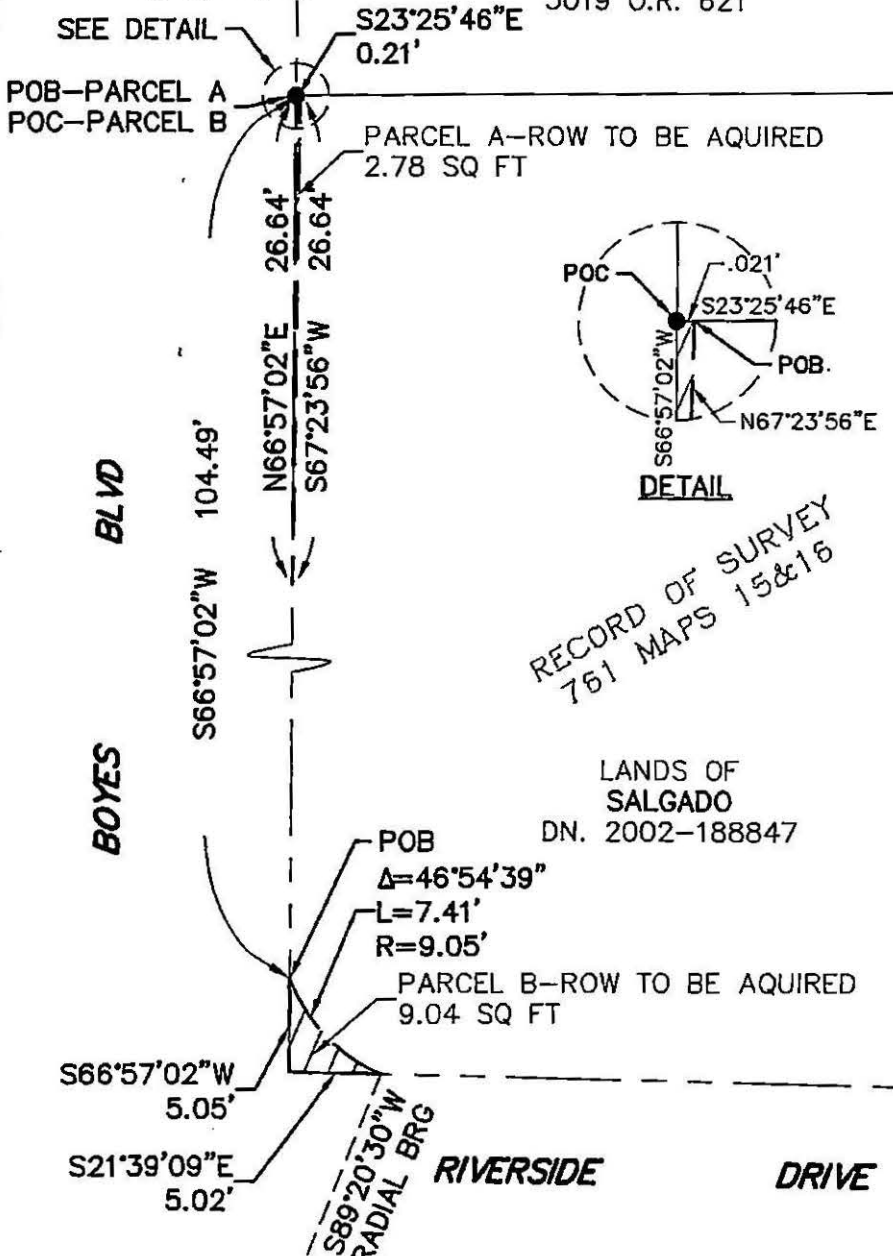
THIS DIAGRAM IS FOR GRAPHIC PURPOSES ONLY.  
ANY ERRORS OR OMISSIONS SHALL NOT EFFECT  
THE LEGAL DESCRIPTION.



LANDS OF  
ROBLES  
3019 O.R. 621



**LOCATION MAP**  
NTS

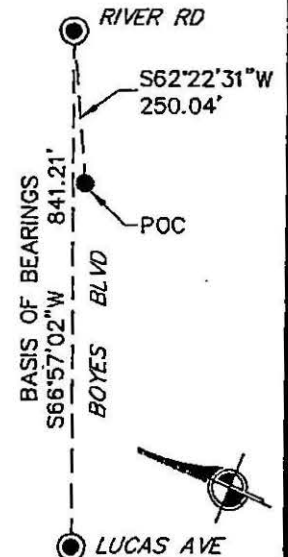


**ABBREVIATIONS**

- DN = DOCUMENT NUMBER
- POC = POINT OF COMMENCEMENT
- POB = POINT OF BEGINNING
- TCE = TEMP. CONSTRUCTION ESMT
- OR = OFFICIAL RECORDS
- NTS = NOT TO SCALE
- = FND 1/2" IP, NO TAG
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**BASIS OF BEARINGS:**

RECORD OF SURVEY OF THE RIGHT  
OF WAY LINES OF BOYES BOULEVARD  
FROM RIVERSIDE DRIVE TO SPRING  
STREET; BOOK 761 MAPS, PAGES  
1-2, S.C.R.



**BASIS OF BEARINGS**

1" = 300'

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Jan 22, 2016 8:49am

OWNER AND MAILING ADDRESS	PROPERTY AREAS	COUNTY OF SONOMA	
BENJAMIN CESAR SALGADO P.O. BOX 1349 BOYES HOT SPRINGS, CA 95416	ORIGINAL PARCEL: <u>0.13 ACRES</u> R.O.W. AQUISION: <u>12± SQ FT</u>	RIGHT OF WAY ACQUISITION LANDS OF SALGADOT TO COUNTY OF SONOMA	
A.P. No. <u>052-192-011</u>	COUNTY ACQUISITION DEED	Scale: 1"=10'	Date: 2/3/15
O.R. No. <u>D.N. 2002-188846</u>		DWN. JMR CHK. AGC	APPROVED
PROP.AD. <u>340 BOYES BLVD, SONOMA</u>	O.R. _____		



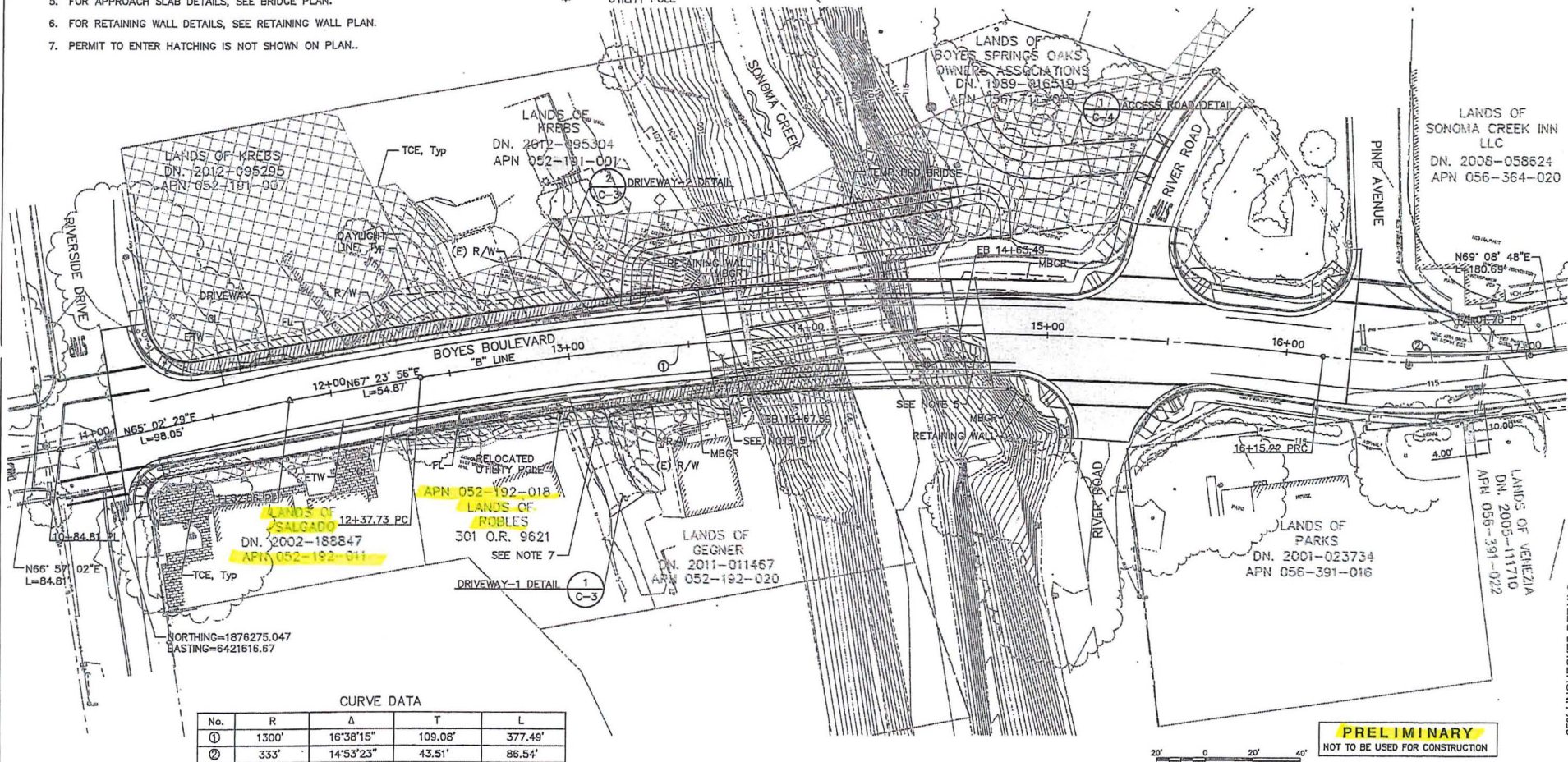
**NOTES:**

1. ALL CALLOUTS REFERENCE "B" LINE UNLESS OTHERWISE NOTED.
2. FOR ADDITIONAL DETAILS, SEE CONSTRUCTION DETAILS SHEETS.
3. UNLESS OTHERWISE NOTED ON PLANS, SEE CALTRANS STANDARD PLAN A10A AND REVISED STANDARD PLAN A10B FOR ABBREVIATIONS.
4. FOR BRIDGE DETAILS, SEE BRIDGE PLANS.
5. FOR APPROACH SLAB DETAILS, SEE BRIDGE PLAN.
6. FOR RETAINING WALL DETAILS, SEE RETAINING WALL PLAN.
7. PERMIT TO ENTER HATCHING IS NOT SHOWN ON PLAN..

**LEGEND**

- AC Pwnt RECONSTRUCTION
- Const DETAIL REFERENCE
- CREEK FLOWLINE
- UTILITY POLE

- Permanent Right of Way Acquisition
- Permanent Slope Easement
- Temporary Construction Easement
- Permanent Utility Easement



**CURVE DATA**

No.	R	Δ	T	L
①	1300'	16°38'15"	109.08'	377.49'
②	333'	14°53'23"	43.51'	86.54'

**PRELIMINARY**  
NOT TO BE USED FOR CONSTRUCTION



DESIGN: --	"AS BUILT" INFORMATION TO BE COMPLETED AFTER CONSTRUCTION	DATE	REVISION	BY	APPROVED
DRAWING: --					
CHECKED: TH					
DATE: 2014	REGISTERED CIVIL ENGINEER:				



2185 NORTH CALIFORNIA BLVD, SUITE 500  
WALNUT CREEK, CALIFORNIA 94598  
(925) 944-5411



COUNTY OF SONOMA  
2300 COUNTY CENTER DRIVE, SUITE B 100  
SANTA ROSA, CALIFORNIA 95403  
(707) 535-2231

**BOYES BLVD  
BRIDGE REPLACEMENT**

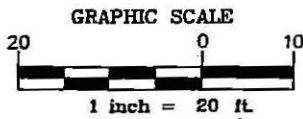
**ROW FIGURE**

ROAD NUMBER	BUDGET NUMBER	FISCAL YEAR	SHEET NUMBER	TOTAL SHEETS
56106	C0147	2014-15	3	-

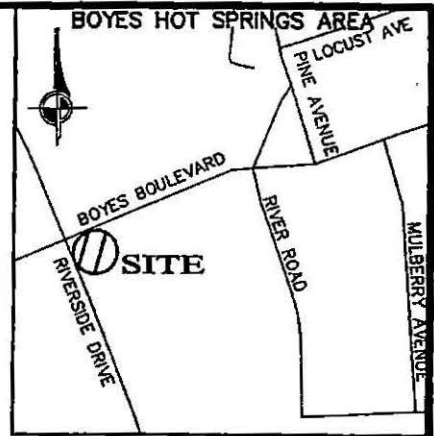
65% UNCHECKED DETAILS

### EXHIBIT B

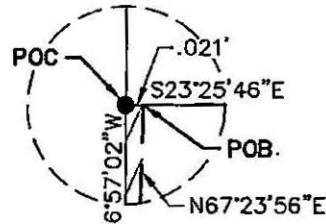
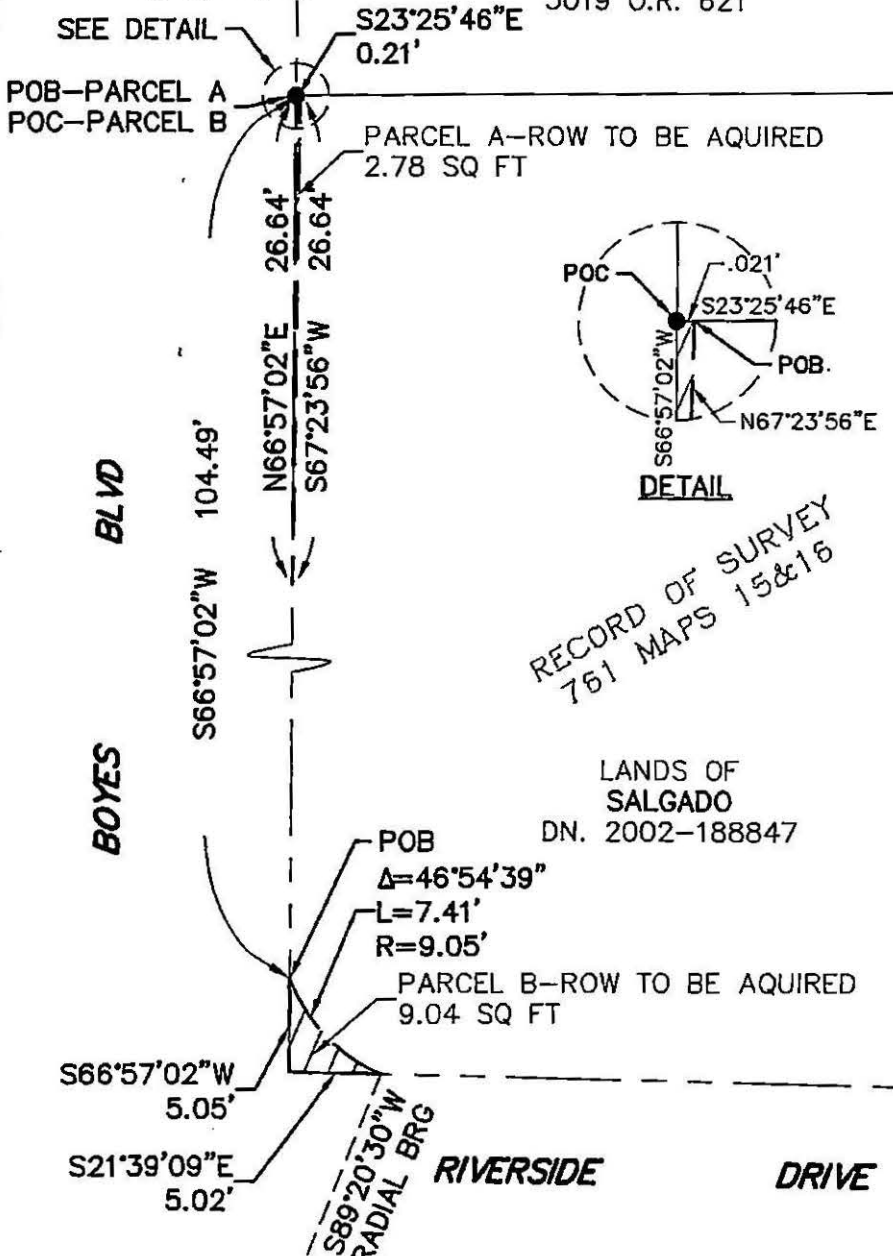
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THE LEGAL DESCRIPTION.



LANDS OF  
ROBLES  
3019 O.R. 621



**LOCATION MAP**  
NTS



**DETAIL**

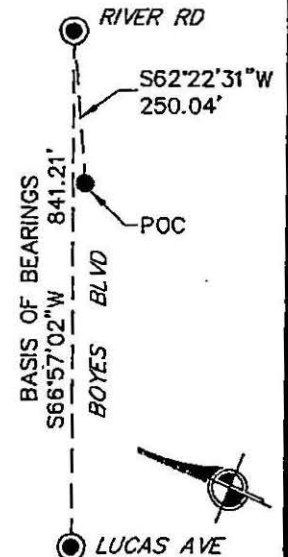
RECORD OF SURVEY  
761 MAPS 15&16

**ABBREVIATIONS**

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**BASIS OF BEARINGS:**

RECORD OF SURVEY OF THE RIGHT  
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FROM RIVERSIDE DRIVE TO SPRING  
STREET; BOOK 761 MAPS, PAGES  
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**BASIS OF BEARINGS**

1" = 300'

C:\DDT\6632\dwg\Legal Desc Plots\6632.052-192-011 PERM.dwg  
Jan 22, 2016 8:49am

OWNER AND MAILING ADDRESS	PROPERTY AREAS	COUNTY OF SONOMA	
BENJAMIN CESAR SALGADO P.O. BOX 1349 BOYES HOT SPRINGS, CA 95416	ORIGINAL PARCEL: <u>0.13 ACRES</u> R.O.W. AQUISION: <u>12± SQ FT</u>	RIGHT OF WAY ACQUISITION LANDS OF SALGADOT TO COUNTY OF SONOMA	
A.P. No. <u>052-192-011</u>	COUNTY ACQUISITION DEED	Scale: 1"=10'	Date: 2/3/15
O.R. No. <u>D.N. 2002-188846</u>		DWN. JMR CHK. AGC	APPROVED
PROP.AD. <u>340 BOYES BLVD, SONOMA</u>	O.R. _____		



## County of Sonoma Agenda Item Summary Report

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

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

**To:** Board of Supervisors

**Board Agenda Date:** January 24, 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):**

Fourth

**Title:** Measure M Cooperative Funding Agreement Amendment with Sonoma County Transportation Authority

### **Recommended Actions:**

Approve and authorize Chair to sign Amendment 5 to Cooperative Funding Agreement No. M30210-05 between Sonoma County Transportation Authority and the County of Sonoma for the Airport Interchange Landscape project allowing shift of excess Design and Right-of-Way funds to construction phases and management, and delegate authority to the Director of Transportation and Public Works to approve future administrative changes during the term of the agreement.

### **Executive Summary:**

The Cooperative Funding Agreement No. M30210-05. Agreement No. M30210 provides Measure M funds for various US 101/Airport Blvd area projects.

The Department of Transportation and Public Works (TPW) is requesting that the Board approve and authorize the Chair to execute Amendment 5 and delegate authority to the Director of Transportation and Public Works to approve future administrative changes during the term of the agreement.

Proposed Amendment No. 5 shifts \$114,240 of excess Design funds and \$20,000 of Right-of-Way funds to Construction Management and Construction phases of the Airport Interchange Landscape project. Essentially, Design and Right-of-Way phases of the overall project were overestimated back in June of 2014. The excess funds can now be used for construction administration/inspection, construction capital, irrigation, post construction inspection/monitoring activities, and tank/pump removal activities. There is no change in overall funding for the project.

### **Discussion:**

The US 101/Airport Boulevard area projects are a high transportation priority for Sonoma County. They are an integral part of the Measure M Strategic Plan and are essential transportation links for the airport and the adjacent area.



In November 2005, the County and the Sonoma County Transportation Authority (SCTA) entered into a Funding Agreement (M30210-05) which defined the 5 projects/phases planned for the area, established a schedule for each project, and determined the funding responsibilities of each party. The 5 projects are:

Phase 1 - Widening of Airport Blvd from the Airport to Aviation Blvd

Phase 1A - Signalization of Airport Blvd and Aviation Blvd and widening of Airport Blvd from between Aviation Blvd and Highway 101 (project completed)

Phase 2 – Extension of Brickway Blvd south over Mark West Creek including design of new bridge

Phase 3 - Widen Airport Blvd between Old Redwood Highway and Highway 101 and signalization of Fulton Road (project completed)

Phase 4 – Reconstruction and widening of the Airport Blvd at Highway 101 interchange (project completed)

Phase 5 – Widening of Laughlin Road and installation of signal or roundabout at River Road

The projects were established as using a combination of Measure M – Local Street Project Funds (LSP), made available from the SCTA, a \$15M commitment from the County to use Countywide Traffic Mitigation Funds and other federal, state, or local funds that may become available for the project. Amendments No. 1 and No. 2 of Funding Agreement M30210-05 revised project schedules and funding allocations. Amendment No. 2 also removed Phase 4 (Airport Boulevard/Highway 101 Interchange) as the project had been established in a separate funding agreement (SCTA10015) on October 22, 2010. Amendment No. 3 addressed the remaining funding required to complete construction of Phase 3 (Airport Boulevard and Fulton Road intersection). Amendment No. 4 created the Airport Blvd Phase 4A project to design and construct landscaping improvements at the US 101 interchange and along Airport Blvd. The four amendments that have occurred to the main agreement were to update funding and other phase specific details as they became available.

Currently, the Phase 4A project is in the final bid preparations stage. It is anticipated that the project will be awarded for construction in late March or early April of 2017 with construction starting in late June of 2017.

Proposed Amendment No. 5 shifts \$114,240 of excess Design funds and \$20,000 of Right-of-Way funds to Construction Management and Construction phases of the project. Essentially, Design and Right-of-Way phases of the project were overestimated back in June of 2014. The excess funds can now be used for construction administration/inspection, construction capital, irrigation, post construction inspection/monitoring activities, and tank/pump removal activities. There is no change in overall funding for the project. The requested delegation of authority to the Director of Transportation and Public Works to approve future administrative changes during the term of the agreement allows for shifts in funding amounts between Work Phases (Scoping, Environmental, Design, Construction Management, and Construction), as outlined in Exhibit B-1 of the Agreement, without having to execute an amendment with SCTA each time a budget estimate is changed within various phases of work. This delegation would only be to shift existing funding between phases, any change in overall funding for the project would have to take the form of an amendment approved by both SCTA and the Board.

Following approval of Amendment No. 5, TPW will request SCTA to approve Amendment No. 5 and to appropriate the balance of funds for the Phase 4A project at the next available SCTA board meeting.

Amendment No. 5 has been approved by County Counsel.

Without Amendment No.5, actual construction funding needs will not match required appropriation of funds by Work Phase and Measure M Amount outlined in the Financial Plan and Schedule, Exhibit B-1 of the Amendment.

**Prior Board Actions:**

6/14/11 Approved Amendment No. 1 to Cooperative Agreement SCTA10015; 2/15/11 Approved Amendment No. 2 to Cooperative Agreement M30210-05; 11/9/10 Approved Amendment No. 1 to Cooperative Agreement M30210-05; 10/22/10 Approved Cooperative Agreement SCTA10015; 11/8/2005 Approved Cooperative Agreement M30210-05; 1/29/13 Approved Amendment No. 3 to Cooperative Agreement M30210-05; 1/29/13 Approved Amendment No. 2 to Cooperative Agreement M30210-05; 6/10/14 Approved Amendment No. 4 to Cooperative Agreement M30210-05.

**Strategic Plan Alignment**      Goal 3: Invest in the Future

The Measure M program invests millions of dollars into local infrastructure improvements. Phase 4A represents an environmental commitment of re-vegetation as a follow-up to the Airport Interchange improvement project.

**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	435,000	75,000	70,000
Additional Appropriation Requested			
<b>Total Expenditures</b>	435,000	75,000	70,000

**Funding Sources**

General Fund/WA GF			
State/Federal			
Fees/Other	435,000	75,000	70,000
Use of Fund Balance			
Contingencies			
<b>Total Sources</b>	435,000	75,000	70,000

**Narrative Explanation of Fiscal Impacts:**

Current year costs reflect preliminary work on project scoping. The total value of Phase 4A remains unchanged at \$1,264,000. Estimated breakdown of expenditures: FY 2013-14 - \$24,000; FY 2014-15: \$250,000; FY 2015-16: \$350,000; FY 2016-17: \$435,000; FY 2017-18: \$75,000; FY 2018-19: \$70,000; and FY 2019-20: \$60,000.

<b>Staffing Impacts</b>			
<b>Position Title</b> (Payroll Classification)	<b>Monthly Salary Range</b> (A – I Step)	<b>Additions</b> (Number)	<b>Deletions</b> (Number)
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
None.			
<b>Attachments:</b>			
Amendment No. 5			
<b>Related Items “On File” with the Clerk of the Board:</b>			
None.			

**AMENDMENT NO. 5 TO  
COOPERATIVE FUNDING AGREEMENT NO. M30210-05  
(Airport Blvd Improvements)  
BETWEEN  
THE SONOMA COUNTY TRANSPORTATION AUTHORITY  
AND  
COUNTY OF SONOMA**

This Amendment 5 to Cooperative Funding Agreement M30210-05 is made and entered into as of \_\_\_\_\_ January, 2017 (“Effective Date”) by and between the COUNTY OF SONOMA hereinafter referred to as “COUNTY” and the SONOMA COUNTY TRANSPORTATION AUTHORITY hereinafter referred to as “AUTHORITY.”

**RECITALS**

1. Consistent with Measure M and the Strategic Plan, AUTHORITY and COUNTY previously entered into that certain Cooperative Funding Agreement No. M30210-05 to identify transportation improvement projects in the Airport Boulevard area of Sonoma County (the “Airport Boulevard Improvements”), agreeing to work cooperatively to fund those projects, which included \$15,000,000 in Measure M - Local Street Project (“LSP”) program funding.

2. Consistent with Measure M and the Strategic Plan, AUTHORITY and COUNTY entered into SCTA Contract Number SCTA10015 to define the roles, responsibilities, and funding plan for Phase IV of the Airport Boulevard Improvements.

3. SCTA10015 has been amended two times and provides \$8,959,000 of the \$15,000,000 of Measure M-LSP funds for Phase 4 of the Airport Boulevard Improvement project identified in the Measure M Expenditure Plan.

4. Cooperative Funding Agreement No. M30210-05 has been modified four times and provides \$6,041,000 of the Measure M-LSP funds for the remaining phases of the Airport Boulevard Improvement project identified in the Expenditure Plan.

5. COUNTY and AUTHORITY desire to amend the financial plan reflecting the 2016 programming to the various phases of the project covered by Cooperative Funding Agreement No. M30210-05 and schedule for completion of the Project which is attached hereto as Amendment 5 to Exhibit B-1.

NOW, THEREFORE, in consideration of the foregoing, AUTHORITY and COUNTY do hereby agree as follows:

## **AGREEMENT**

### **I. AMENDMENTS.**

**Exhibits. The following Exhibits in the Original Agreement are replaced by the Exhibits attached hereto:**

Exhibit B-1 is replaced with Amendment 5 to M30210-05 - Exhibit B-1

### **II. Remainder of Agreement Unchanged.**

Except to the extent the Agreement is specifically amended or supplemented hereby, the Agreement and all previous Amendments, together with exhibits and schedules is, and shall continue to be, in full force and effect as originally executed, and nothing contained herein shall be construed to modify, invalidate or otherwise affect any provision of the Agreement or any right of AUTHORITY or COUNTY arising there under.



Contract No. M32010-A5

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

COUNTY OF \_\_\_\_\_

SONOMA COUNTY  
TRANSPORTATION AUTHORITY

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

By: \_\_\_\_\_  
SCTA Chair

ATTEST:

APPROVED AS TO SUBSTANCE:

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

By: \_\_\_\_\_  
Executive Director

APPROVED AS TO FORM  
FOR COUNTY:

APPROVED AS TO FORM  
FOR AUTHORITY:

By: \_\_\_\_\_  
COUNTY COUNSEL

By: \_\_\_\_\_  
Authority Legal Counsel

**AMENDMENT No. 5 to  
COOPERATIVE FUNDING AGREEMENT NO. M30210-05  
(Airport Blvd Improvements)  
Between the  
SONOMA COUNTY TRANSPORTATION AUTHORITY  
And  
COUNTY OF SONOMA**

**EXHIBIT B-1**

**FINANCIAL PLAN AND SCHEDULE  
(2004 Dollars)**

The following table is a description of the five Phases of Airport Boulevard Improvements, their estimated costs and anticipated sources of funding. Please note that the expected costs exceed currently identified funds.

<u>Project Name: Airport Blvd. Improvements Phases 1</u>				
Work Phase	Measure M Amount	Other Funding	Total Funding	Planned Request Date
Scoping	0	0	0	N/A
Environmental	\$4,000	50,000	54,000	PRIOR
Design	\$80,000	500,000	580,000	PRIOR
Right of Way	0	0	0	N/A
Construction Management	0	0	0	N/A
Construction	2,047,000	2,047,000	4,094,000	16/17
<b>Total Phase I</b>	<b>2,131,000</b>	<b>2,597,000</b>	<b>4,728,000</b>	
<u>Project Name: Airport Blvd. Improvements Phases 1A</u>				
Work Phase	Measure M Amount	Other Funding	Total Funding	Planned Request Date
Scoping	0	0	0	N/A
Environmental	0	0	0	PRIOR
Design	0	0	0	PRIOR
Right of Way	0	0	0	N/A
Construction Management	0	0	0	N/A
Construction	496,000	500,000	996,000	PRIOR
<b>Total Phase I A</b>	<b>496,000</b>	<b>500,000</b>	<b>996,000</b>	

<u>Project Name: Airport Blvd. Improvements Phase 2</u>				
Work Phase	Measure M Amount	Other Funding	Total Funding	Planned Request Date
Scoping	0	0	0	N/A
Environmental	0	200,000	200,000	N/A
Design	0	1,125,000	1,125,000	N/A
Right of Way	0	100,000	100,000	N/A
Construction Management	0	1,260,000	1,260,000	N/A
Construction	1,500,000	11,360,000	12,860,000	16/17
Total Phase II	1,500,000	14,045,000	15,545,000	
<u>Project Name: Airport Blvd. Improvements Phase 3</u>				
Work Phase	Measure M Amount	Other Funding	Total Funding	Planned Request Date
Scoping	0	0	0	N/A
Environmental	0	20,000	20,000	N/A
Design	0	263,905	263,905	N/A
Right of Way	0	46,652	46,652	N/A
Construction Management	0	303,000	303,000	N/A
Construction	650,000	831,000	1,481,000	Prior
Total Phase III	650,000	1,464,557	2,114,557	
<u>Project Name: Airport Blvd. Improvements Phase 4 *</u>				
Work Phase	Measure M Amount	Other Funding	Total Funding	Planned Request Date
Scoping	0	0	0	N/A
Environmental	0	0	0	N/A
Design	0	0	0	N/A
Right of Way	0	0	0	N/A
Construction Management	0	0	0	N/A
Construction	0	0	0	N/A
Total Phase IV	0	0	0	

Project Name: Airport Blvd. Improvements Phase 4A				
Work Phase	Measure M Amount	Other Funding	Total Funding	Planned Request Date
Scoping	0	0	0	N/A
Environmental	0	0	0	N/A
Design	455,000	0	0	13/14
Right of Way	0	0	0	N/A
Construction Management	69,000	0	0	16/17
Construction	740,000	0	0	16/17
Total Phase IV A	1,264,000	0	0	

Project Name: Airport Blvd. Improvements Phase 5 ***				
Work Phase	Measure M Amount	Other Funding	Total Funding	Planned Request Date
Scoping	0	0	0	N/A
Environmental	0	0	0	N/A
Design	0	0	0	N/A
Right of Way	0	0	0	N/A
Construction Management	0	0	0	N/A
Construction	0	0	0	N/A
Total Phase V	0	0	0	

**\* Agreement No.SCTA10015-A2 between SCTA and Sonoma County TPW includes funding of all Work Phases (Scoping through Construction) for the Airport Blvd Phase 4 (North B) interchange project including \$8,959,000 in Measure M LSP funds.**

**\*\* COUNTY required match funds for Phase 4A is accounted for through COUNTY funds committed to the Phase 4 project in Agreement No.SCTA10015a3**

**\*\*\* The Funding Plan above shows \$6,041,000 in Measure M - LSP funds programmed in the 2014 Measure M Strategic Plan, as amendment by the SCTA Board of Directors. All funds are now programmed because there is a total of \$6,041,000 (2004\$) in Measure M - LSP funds committed to this project.**



## 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:** November 1, 2016

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Board of Supervisors (707) 565-2241

**Supervisorial District(s):**

Countywide

**Title:** Minutes of the Meetings of December 13, 2016 and December 20, 2016

**Recommended Actions:**

Approve the Minutes of the Meetings of December 13, 2016 and December 20, 2016

**Executive Summary:**

Approve the Minutes of the Meetings of December 13, 2016 and December 20, 2016 for the following: Agricultural Preservation and Open Space District, Community Development Commission, Northern Sonoma County Air Pollution Control District, Occidental County Sanitation District, Russian River County Sanitation District, South Park County Sanitation District, Sonoma County Water Agency, and Board of Supervisors; and Approve the Minutes of the Meeting of December 13, 2016 of the Sonoma Valley County Sanitation District.

**Discussion:**

None

**Prior Board Actions:**

None

**Strategic Plan Alignment** Not Applicable

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

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

**TUESDAY**

**DECEMBER 13, 2016**

**8:30 A.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		
Efren Carrillo	Fifth District		

Supervisors Present: Susan Gorin, David Rabbitt, Shirlee Zane, James Gore, Efren Carrillo

Staff Present: Sheryl Bratton, County Administrator and Bruce Goldstein, County Counsel

**8:34 A.M. CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

- I. [8:35 a.m. APPROVAL OF THE AGENDA \(Items may be added or withdrawn from the agenda consistent with State law\)](#)
- II. [8:36 a.m. CONSENT CALENDAR \(Items 1 through 62\)](#)

**AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT**

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

1. [Authorize the General Manager to execute a Compliance Agreement with the landowners of Lang \(Safari West\) and Lang-Guttman properties that will outline the process for bringing the landowners back into compliance with the conservation easement provisions and take all necessary actions to negotiate an exchange of land of equal or greater value for land proposed to be removed from the existing Safari West and Guttman conservation easements. \(Fourth District\)](#)

[Item materials](#)

Board Action: Approved as Recommended  
UNANIMOUS VOTE  
Approved by Resolution 16-0463

**SONOMA COUNTY WATER AGENCY**

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

2. [Easement Agreement with the City of Santa Rosa – Steele Creek – Adopt a Resolution:](#)  
[\(A\) Determining that the grant of an easement to the City of Santa Rosa for an existing sewer main along Steele Creek in Santa Rosa, California is in the public interest and that the interest in land conveyed will not substantially conflict or interfere with the use of the property by the Water Agency.](#)  
[\(B\) Authorizing the General Manager to file a Notice of Exemption in accordance with the California Environmental Quality Act.](#)  
[\(C\) Authorizing the Chair to execute the easement agreement. \(Third District\)](#)

[Item materials](#)

Board Action: Approved as Recommended  
UNANIMOUS VOTE  
Approved by Resolution 16-0464

3. SMART Easement Agreement – Steele Creek – Adopt a Resolution:  
(A) Determining that the grant of an easement to the Sonoma–Marin Area Rail Transit District for a multi-use pathway along Steele Creek is in the public interest and that the interest in land conveyed will not substantially conflict or interfere with the use of the property by the Water Agency.  
(B) Authorizing the General Manager to file a Notice of Determination in accordance with the California Environmental Quality Act.  
(C) Authorizing the Chair to execute the easement. (Third District)

Item materials

Board Action: Approved as Recommended  
UNANIMOUS VOTE  
Approved by Resolution 16-0465

4. State Legislative Advocacy Services and 2017-2018 State Legislative Platform –  
(A) Approve the Water Agency’s 2017-2018 State Legislative Platform.  
(B) Authorize the General Manager to execute the Third Amended Agreement for State Legislative Advocacy with Conservation Strategy Group to provide legislative advocacy services increasing the amount by \$226,800 and extending the agreement term by two years for a new not-to-exceed agreement total of \$702,200 and end date of December 31, 2018.

Item materials

Board Action: Approved as Recommended  
UNANIMOUS VOTE

5. 115th Congress Federal Legislative Platform and Advocacy Agreements –  
(A) Approve the Sonoma County Water Agency’s 115th Congress Federal Affairs Platform for 2017–2018.  
(B) Authorize the General Manager to execute the First Amended Agreement for Government Consultation and Advocacy Services for Federal Funding, Legislative Advocacy, and Environmental Regulatory Water for Restoration, Planning, Research, Monitoring, and Project Implementation with Van Ness Feldman, increasing the amount by \$185,760, and extending the agreement term by 24 months for a new not-to-exceed agreement total of \$354,960 and end date of December 31, 2018.  
(C) Authorize the General Manager to execute the First Amended Agreement for Federal Legislative Consultation and Advocacy for Flood Control, Sanitation, Water Supply, and Water Recycling Projects, and Implementation of the Russian River Biological Opinion with Alcalde & Fay, increasing the amount by \$212,160, expanding the scope of work, and extending the agreement term by 24 months for a new not-to-exceed agreement total of \$405,360 and end date of December 31, 2018.  
(D) Authorize the General Manager to execute the First Amended Agreement for Federal Legislative Consultation and Advocacy for Extreme Weather Research, Federal Administration and Congressional Outreach, Recycled Water, and Energy and Resource Programs and Planning with Natural Resource Results, LLC, increasing the amount by \$201,600, expanding the scope of work, and extending the agreement term by 24 months for a new not-to-exceed agreement total of \$385,200 and end date of December 31, 2018.

Item materials

Board Action: Approved as Recommended  
UNANIMOUS VOTE

6. Authorize the General Manager to execute the First Agreement for Funding of Petaluma River Stream Gauge Installation Project with the City of Petaluma increasing the amount by \$35,600 to fund upgrade of two ALERT2 Base Stations for a new not-to-exceed agreement total of \$209,800. (Second District)

Item materials

Board Action: Approved as Recommended  
UNANIMOUS VOTE



- 7. [Adopt a Resolution approving the filing of a grant application to the California Department of Water Resources for the 2016 Water–Energy Grant Rebate Program for restaurants in the amount of \\$370,500 and taking related actions.](#)

[Item materials](#)

Board Action: Approved as Recommended  
UNANIMOUS VOTE  
Approved by Resolution 16-0466

- 8. [Dry Creek Project Partnership Agreement –](#)  
  - [\(A\) Authorize the General Manager to sign a Project Partnership Agreement with United States Army Corps of Engineers for funding habitat enhancement work in Dry Creek](#)
  - [\(B\) Authorize the Water Agency staff to negotiate the acquisition of easements and temporary construction rights for the Project estimated at no more than \\$403,000.](#)
  - [\(C\) Authorize the General Manager to offer each of the three affected property owners the reasonable cost, up to \\$5,000, for an independent appraisal of property rights needed and to reimburse the property owners said cost upon receipt of the copy of the contracted appraisal.](#)
  - [\(D\) Authorize the General Manager to execute agreements to acquire the property rights for the appraised value, and to execute such other documents and take such other actions as are necessary to complete the transactions. \(Fourth District\)](#)

[Item materials](#)

Board Action: Approved as Recommended  
UNANIMOUS VOTE

- 9. [Change Order for the Dry Creek Habitat Enhancement Phase II Project – Approve and authorize the General Manager to execute a Change Order to the contract with McCullough Construction, Inc. totaling \\$95,958 and granting a 28-day time extension due to a delay in the issuance of Army Corp of Engineers Permits.](#)

[Item materials](#)

Board Action: Approved as Recommended  
UNANIMOUS VOTE

**SONOMA COUNTY WATER AGENCY**  
 (Directors: Gorin, Rabbitt, Zane, Gore, Carrillo) AND  
**OCCIDENTAL COUNTY SANITATION DISTRICT**  
 AND  
**RUSSIAN RIVER COUNTY SANITATION DISTRICT**  
 AND  
**SOUTH PARK COUNTY SANITATION DISTRICT**  
 (Directors: Gorin, Rabbitt, Zane, Gore, Carrillo) AND  
**SONOMA VALLEY COUNTY SANITATION DISTRICT**  
 (Directors: Gorin, Carrillo, and Mayor Gallian)

- 10. [Authorize the Water Agency’s General Manager to execute an amended agreement with Peterson Power Systems to provide inspection, maintenance, and emergency services for large generators, increasing the amount by \\$50,000, enabling Peterson Power Systems to perform necessary engine maintenance for a new not-to-exceed agreement total of \\$140,000 and no change to end date of July 31, 2018.](#)

[Item materials](#)

Board Action: Approved as Recommended  
UNANIMOUS VOTE

**SONOMA COUNTY WATER AGENCY**  
(Directors: Gorin, Rabbitt, Zane, Gore, Carrillo) AND  
**OCCIDENTAL COUNTY SANITATION DISTRICT**  
AND  
**RUSSIAN RIVER COUNTY SANITATION DISTRICT**  
(Directors: Gorin, Rabbitt, Zane, Gore, Carrillo) AND  
**TRANSPORTATION AND PUBLIC WORKS**

11. [Northern Sonoma County Water Conservation Program –](#)  
[\(A\) Authorize the Water Agency's General Manager to execute a Proposition 84 Sub-Grantee Agreement with County of Humboldt for the Northern Sonoma County Water Conservation Program \(\\$475,031; agreement terminates August 31, 2020\).](#)  
[\(B\) Authorize the Water Agency's General Manager to execute agreements with cities of Santa Rosa \(\\$116,250\), Cotati \(\\$30,000\), Rohnert Park \(\\$60,000\), Healdsburg \(\\$51,938\), and Cloverdale \(\\$51,938\); County of Sonoma Department of Transportation and Public Works \(\\$22,734\); Town of Windsor \(\\$46,875\); and Sweetwater Springs Sanitation District \(\\$3,750\); agreements terminate August 31, 2020.](#)  
[\(C\) Authorize the Director of the Department of Transportation and Public Works to execute an agreement with the Water Agency to receive grant funds \(\\$22,734\).](#)  
[\(First, Third, Fourth, and Fifth Districts\)](#)

[Item materials](#)

Board Action: Approved as Recommended  
UNANIMOUS VOTE

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

12. [Review and accept the Sonoma County CAL-Card Program Countywide Audit Follow-up Report for the period July 1, 2010 through June 30, 2012 as of Report Date August 30, 2016.](#)

[Item materials](#)

Board Action: Approved as Recommended  
UNANIMOUS VOTE

13. [Authorize the Auditor-Controller-Treasurer-Tax Collector to negotiate and execute an agreement with Nationwide Retirement Solutions for deferred compensation provider services from the effective date of the new agreement for a period of ten years for an amount not-to-exceed \\$3,700,000 over the term of the contract, and to execute a Fourth Amendment to an agreement to extend the existing contract pending completion of the negotiations up to 180 days.](#)

[Summary](#)

[Attachment](#)

Board Action: Approved as Recommended  
UNANIMOUS VOTE

**BOARD OF SUPERVISORS**

14. [Approve Advertising Program grant awards and Authorize the County Administrator to execute a contract with the following non-profit entities for advertising and promotions activities for Fiscal Year 2016-17: Sonoma Valley Education Foundation, \\$2,500; Sonoma Valley Chorale, \\$2,000; Children's Museum of Sonoma County, \\$500; ArtEscape, \\$2,000. \(First District\)](#)

[Summary](#)

Board Action: Approved as Recommended  
UNANIMOUS VOTE

15. [Approve Advertising Program grant awards and Authorize the County Administrator to execute a contract with the following non-profit entities for advertising and promotions activities for Fiscal Year 2016-17: Children’s Museum of Sonoma County, \\$500; Cloverdale Ram Sale, \\$500; Geyserville Community Foundation, \\$1,000; Wine Growers of Dry Creek Valley, \\$1,000; Cloverdale Cultural Committee, \\$500. \(Fourth District\)](#)

[Summary](#)

Board Action: Approved as Recommended  
UNANIMOUS VOTE

16. [Approve an action honoring Rudy Theiller by naming the athletic fields at Ragle Ranch Regional Park as The Rudy Theiller Memorial Athletic Fields, and Approve the use of \\$2,500 in Contingency funds to purchase signs for the renamed fields. \(Fifth District\)](#)

[Summary](#)  
[Attachment](#)

Board Action: Approved as Recommended  
UNANIMOUS VOTE

**CLERK-RECORDER-ASSESSOR/COUNTY ADMINISTRATOR/PERMIT AND RESOURCE MANAGEMENT**

17. [Consolidated Presidential General Election Official Canvass –](#)  
[\(A\) Adopt a Resolution adopting the official canvass of the vote for the November 8, 2016 Consolidated Presidential General Election.](#)  
[\(B\) Determine that Measure L, amending Section 12-11 of the Sonoma County Code to increase the Transient Occupancy Tax rate from nine percent to twelve percent, was duly adopted by a 4/5 vote of the Board on August 9, 2016, and approved by a majority vote of the qualified voters of the County of Sonoma on November 8, 2016, and direct the Clerk of the Board to attach a certification to Ordinance No. 6173 attesting to the vote on Measure L as shown in the official canvass.](#)  
[\(C\) Determine that Measure K, the Community Separators Protection Ordinance, was duly placed on the ballot by unanimous vote of the Board on August 2, 2016, and approved by a majority of the qualified voters of the County of Sonoma on November 8, 2016, direct the Clerk of the Board to assign a number to said Ordinance, authorize and direct the Chair to sign the ordinance, and direct the Clerk of the Board to attest.](#)

[Summary](#)  
[Resolution](#)  
[Results](#)  
[Ordinance R](#)  
[Certification](#)  
[Ordinance](#)

Board Action: Approved as Recommended  
UNANIMOUS VOTE  
Approved by Resolution 16-0467 and Ordinance 6186

**COUNTY ADMINISTRATOR**

18. [Authorize the Chair to execute the First Amendment to the Personal Services Agreement with Caryl Hart as the Director of the Sonoma County Regional Parks Department with an agreement term of November 12, 2016 through November 12, 2018.](#)

[Summary](#)  
[Attachment](#)

Board Action: Approved as Recommended  
UNANIMOUS VOTE

**COUNTY ADMINISTRATOR/COUNTY COUNSEL**

19. [Graton Casino Type 47 Liquor License Premises Expansion – Authorize the Chair to execute a Memorandum of Agreement with the Federated Indians of Graton Rancheria to limit access by persons under twenty-one years of age at bars in the Graton Casino. \(Second District\)](#)

[Summary](#)  
[Attachment](#)

Board Action: Approved as Recommended  
UNANIMOUS VOTE

- 19A. [Authorize the Chair to sign and submit comments to the Federal Bureau of Indian Affairs on the November 17, 2016 Notice of Application for the proposed Lytton Rancheria 124-acre Fee-to-Trust conveyance. \(Fourth District\)](#)

[Item materials](#)

Board Action: Approved as Recommended  
UNANIMOUS VOTE

**ECONOMIC DEVELOPMENT BOARD/HUMAN SERVICES**

20. [North Bay North Coast Broadband Consortium Grant and Memorandum of Understanding – \(A\) Accept California Advanced Services Fund Rural and Urban Regional Grant \(\\$250,000\) for the North Bay North Coast Broadband Consortium \(NBNCBC\) including Sonoma, Marin, Napa and Mendocino Counties. \(B\) Approve the Memorandum of Understanding with Sonoma, Marin, Napa and Mendocino Counties for NBNCBC Grant Coordination.](#)

[Summary](#)  
[MOU](#)

Board Action: Approved as Recommended  
UNANIMOUS VOTE

21. [Adopt a Resolution accepting the Sonoma Mendocino Comprehensive Economic Development Strategy and endorsing the Sonoma Mendocino Economic Development District to apply to the U.S. Economic Development Administration \(EDA\) for Economic Development District designation.](#)

[Summary](#)  
[Resolution](#)  
[Strategy](#)

Board Action: Approved as Recommended  
UNANIMOUS VOTE  
Approved by Resolution 16-0468

22. [2016 Sonoma County Tourism Annual Report and 2017 Marketing Plan – \(A\) Adopt a Resolution confirming the Sonoma County Tourism Board’s Annual Report for 2016 and the 2017 Marketing Plan and continuing the program and assessments as levied without change for the Sonoma County Tourism Business Improvement Area \(SCTBIA\) through June 30, 2017. \(B\) Authorize staff to extend the Agreement for Services between the County of Sonoma and Sonoma County Tourism Board through June 30, 2017 to carry out projects, programs that specifically benefit the lodging establishments within the SCTBIA and promote tourism.](#)

[Summary](#)  
[Resolution](#)  
[Report](#)

Board Action: Approved as Recommended  
UNANIMOUS VOTE  
Approved by Resolution 16-0469

**FIRE AND EMERGENCY SERVICES**

23. [Authorize the Chair to sign Agreements with Bloomfield, Bodega, Camp Meeker, Fort Ross, Knights Valley, Lakeville, Mayacamas, Mountain, San Antonio, Two Rock, Valley Ford, and Wilmar Volunteer Fire Companies for fire protection services in County Service Area #40.](#)

[Item materials](#)

Board Action: Approved as Recommended  
UNANIMOUS VOTE

24. [Modification to the Rancho Adobe and Bodega Bay Fire Protection Districts' Proposed Fire Codes – Modify the adoption of an ordinance of the Rancho Adobe Fire Protection District and the Bodega Bay Fire Protection District within their respective district boundaries of the 2016 edition of the California Fire Code local fire code amendments to include Chapter 13 Sonoma County Fire Safety Ordinance, Sec. 13-6, Article II Definitions.](#)

[Item materials](#)

Board Action: Approved as Recommended  
UNANIMOUS VOTE

**GENERAL SERVICES**

25. [Chemical Toilet Rental and Sewage Pumping - Authorize the Purchasing Agent to issue a Blanket Purchase Order with United Site Services for 1 year for an estimated cost of \\$160,000 with the option to extend the Blanket Purchase Order for four additional 1 year terms.](#)

[Item materials](#)

Board Action: Approved as Recommended  
UNANIMOUS VOTE

26. [Authorize the Purchasing Agent to approve a Blanket Purchase Order with three auto body contractors: Marquis Auto Body, \\$117,000; Western Auto Body, \\$75,000; and Carreras Auto Body, \\$38,000 for 1 year with the option to extend the Blanket Purchase Order for three additional 1 year terms.](#)

[Item materials](#)

Board Action: Approved as Recommended  
UNANIMOUS VOTE

27. [License Extensions for 11 English Street, Petaluma and 2300 County Center Drive, A100, Santa Rosa – \(A\) Authorize the Director to execute a Fifth Amendment to License Agreement with the Assembly Committee on Rules of the California State Assembly for 150 sq. ft. of office space utilized by Assemblyman Marc Levine located at 11 English Street, Petaluma to extend the term through December 31, 2018, and to provide the tenant an option to extend term through June 30, 2019 all at no change in rent of \\$285 per month \(\\$1.90 per sq. ft.\) for the proposed extension and option terms. \(B\) Authorize the Director to execute a Second Amendment to License Agreement with U.S. Congressman Mike Thompson 5th Congressional District of California for 1,060 sq. ft. of office space located at 2300 County Center Drive, Suite A100, Santa Rosa to extend the term through January 2, 2019 and to provide the tenant an option to extend the term through June 30, 2019 all at no change in rent of \\$927 per month \(\\$0.87 per sq. ft.\) for the proposed extension and option terms. \(C\) Make findings that the subject property located at 2300 County Center Drive, Suite A100, Santa Rosa, is not needed by the County, the Agreement serves a public purpose, and that use by Congressman Mike Thompson will not interfere with the use of the premises by the County.](#)

[Item materials](#)

Board Action: Approved as Recommended  
UNANIMOUS VOTE

28. [Authorize the Director to:](#)  
[\(A\) Execute amendments to extend the terms of the following Agreements through December 31, 2017:](#)  
[1\) Lease Agreement with the Judicial Council of California \(JCC\), formerly the Administrative Office of the Courts, for premises located at 2688 Ventura Avenue, Santa Rosa \(the Fleet Building site\);](#)  
[2\) Lease Agreement with the JCC for premises located at 600 Administration Drive, Santa Rosa \(the Old Jail site\); and](#)  
[3\) Lease Agreement with the JCC for premises located on Russell Avenue, Santa Rosa \(P20 parking lot site\); and](#)  
[\(B\) Execute future amendments to extend the terms of these Agreements for an additional period not-to-exceed three years.](#)

[Item materials](#)

Board Action: Approved as Recommended  
UNANIMOUS VOTE

**GENERAL SERVICES/HEALTH SERVICES**

29. [Authorize the General Services Director to execute a lease amendment with Circle V Daytona, LLC, to extend the current lease term through May 31, 2017 at the current rental rate of \\$6,938 per month \(\\$1.86 per sq. ft.\) for 3,736 sq. ft. of office space located at 1360 North McDowell Boulevard, Petaluma for mental health outreach and engagement services to south Sonoma County clients at this location. \(Second Action – Ready for Adoption\)](#)

[Item materials](#)

Board Action: Approved as Recommended  
UNANIMOUS VOTE

**GENERAL SERVICES/HUMAN SERVICES**

30. [3725 Westwind Blvd., Santa Rosa Lease Amendment – Approve multiple recommendations relating to the existing Lease Agreement between Gilmore Development Properties, Inc. as Landlord and the County of Sonoma, as Tenant:](#)  
[\(A\) Declare intent to execute an Amendment to the existing lease, to extend the Lease Expiration Date from May 31, 2017 to May 31, 2027, and provide two, five year options to further extend the lease term to 2037, expand the Existing Premises from 24,164 square feet to 32,347 square feet; reduce rent in Existing Premises from \\$2.43/square foot/month to \\$1.90/square foot/month, reduce annual rent escalations from 4% to 3%, and require the Landlord at Landlord's expense to make approximately \\$1,000,000 in Tenant Improvements to the Existing Premises, Expansion Space, Building Common Areas, Site and Parking.](#)  
[\(B\) Direct the Clerk of the Board to publish a Notice of Intent to execute such Lease Amendment.](#)  
[\(C\) Authorize the General Services Director to execute a Letter-Agreement whereby the Landlord will prepare architectural construction drawings and apply for building permits prior to potential execution of the proposed lease and approval by the Board, with the County reimbursing up to \\$30,000 if the lease is not executed. \(First Action\)](#)

[Item materials](#)

Board Action: Approved as Recommended  
UNANIMOUS VOTE

**GENERAL SERVICES/SHERIFF'S OFFICE**

31. [Authorize the General Services Director to execute an amendment to a sublease with the Mark West Chamber of Commerce & Visitors Bureau for the Sheriff's Office located at 4787 Old Redwood Highway, Suite 105, Santa Rosa to extend the term from its expiration date of December 31, 2016 to August 31, 2017 for a rental of \\$647 per month \(\\$4.90 per sq. ft.\). \(Second Action – Ready for Adoption\)](#)

[Item materials](#)

Board Action: Approved as Recommended  
UNANIMOUS VOTE

**HEALTH SERVICES**

32. [Medi-Cal Outreach, Enrollment, Renewal, and Retention Services for Jail, Probation, and Homeless Populations – \(A\) Authorize the Director to execute the third amendment to an agreement with Redwood Community Health Coalition to expand Medi-Cal outreach and enrollment assistance services, increasing the agreement by \\$58,382, resulting in a new not-to-exceed amount of \\$208,032 through June 30, 2017. \(B\) Authorize the Director to execute the first amendment to an agreement with Redwood Community Health Coalition to expand Medi-Cal retention and renewal services, increasing the agreement by \\$15,993, resulting in a new not-to-exceed amount of \\$156,952, and extending the term end date from December 31, 2016 to June 30, 2017.](#)

[Item materials](#)

Board Action: Approved as Recommended  
UNANIMOUS VOTE

33. [Authorize the Director to execute the second amendment to an agreement with Harder+Company Community Research to conduct Mental Health Services Act evaluation activities, increasing the agreement by \\$97,916 resulting in a new not-to-exceed amount of \\$341,916 through June 30, 2018.](#)

[Item materials](#)

Board Action: Approved as Recommended  
UNANIMOUS VOTE

34. [Authorize the Director to execute a grant agreement with County Medical Services Program Governing Board to accept \\$375,000 in revenue to support the County Wellness Pilot Program for the period January 1, 2017 through June 30, 2020.](#)

[Item materials](#)

Board Action: Approved as Recommended  
UNANIMOUS VOTE

35. [Authorize the Director to execute a memorandum of understanding with the County of Humboldt for the period January 1, 2017 to December 31, 2018 to provide Public Health Laboratory Director Services to the County of Humboldt Public Health Laboratory and to receive revenue in the amount of \\$57,960.](#)

[Item materials](#)

Board Action: Approved as Recommended  
UNANIMOUS VOTE

**HUMAN RESOURCES/COUNTY COUNSEL**

36. [Authorize the Chair to execute an agreement between the County of Sonoma and the law firm of Liebert Cassidy Whitmore for labor relations consulting and related legal services from January 1, 2017 through June 30, 2019. \(4/5 vote required\)](#)

[Item materials](#)

Board Action: Approved as Recommended  
UNANIMOUS VOTE

**MISCELLANEOUS**

- 37. [Approve the Minutes of the Meeting of November 15, 2016 for the following: Agricultural Preservation and Open Space District, Community Development Commission, Northern Sonoma County Air Pollution Control District, Sonoma County Water Agency, and Board of Supervisors.](#)

[Summary Minutes](#)

Board Action: Approved as Recommended  
UNANIMOUS VOTE

**PERMIT AND RESOURCE MANAGEMENT**

- 38. [Authorize the Director to execute an agreement with e360 LLC to provide assistance in processing planning applications for a not-to-exceed amount of \\$175,000 for a two-year term beginning December 13, 2016 and ending December 13, 2018.](#)

[Item materials](#)

Board Action: Approved as Recommended  
UNANIMOUS VOTE

- 39. [Adopt a Resolution to mutually rescind and replace an existing Non-Prime \(Type II\) Land Conservation Contract with an Open Space Land Conservation Act contract on 40.10 acres as a Condition of Approval for Lot Line Adjustment LLA11-0046 located at 3560 Wine Creek Road, Healdsburg, APN 090-130-024, Douglas Rafanelli, AGP14-0186. \(Fourth District\)](#)

[Item materials](#)

Board Action: Approved as Recommended  
UNANIMOUS VOTE  
Approved by Resolution 16-0470

- 40. [Adopt a Resolution and Conditions of Approval for a Lot Line Adjustment between two parcels resulting from two Administrative Certificates of Compliance and under one Land Conservation Act Contract, for property located at 160 Ridge Oaks Road and 21800 River Road, Geyserville; Portions of APN 141-180-037 and -036, Brian H. and Beatrice M.E. Burwell of the Burwell Living Trust and William Hinkle, LLA16-0004. \(Fourth District\)](#)

[Item materials](#)

Board Action: Approved as Recommended  
UNANIMOUS VOTE  
Approved by Resolution 16-0471

**PERMIT AND RESOURCE MANAGEMENT**

AND

**SONOMA COUNTY WATER AGENCY**

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

- 41. [Final Map and Summary Vacation of Sanitary Sewer Easements for Mark West Village Subdivision, Tract No. 1061 – \(A\) As the Board of Supervisors, Adopt a Resolution: \(1\) Approving and accepting the Final Map for “Mark West Village Subdivision, Tract No. 1061”; and \(2\) Accepting and rejecting certain offers of dedication and making findings all in accordance with the Subdivision Map Act. \(B\) As Water Agency Directors, Adopt a Resolution: \(1\) Determining that vacating certain sanitary sewer easements on behalf of the Airport-Larkfield-Wikiup Sanitation Zone will not have a significant adverse effect on the environment, and authorizing, directing and ordering the vacation of certain Airport-Larkfield-Wikiup Sanitation Zone sewer easements under the authority of Section 8333\(c\)](#)



- [of the Streets and Highways Code of the State of California; and](#)
- [\(2\) Authorizing and directing the General Manager to file a Notice of Determination in accordance with the California Environmental Quality Act; and](#)
- [\(3\) Authorizing and directing the Clerk of the Board to record a certified copy of the Resolution at the Office of the County Recorder. \(Fourth District\)](#)

[Item materials](#)

Board Action: Approved as Recommended  
UNANIMOUS VOTE  
Approved by Resolutions 16-0472 and 16-0473

**PROBATION**

- 42. [Adopt a Resolution authorizing the Chief Probation Officer to execute agreements with other counties for the placement of out-of-county wards at the Sonoma County Probation Department Juvenile Hall or Probation Camp beginning July 1, 2016.](#)

[Item materials](#)

Board Action: Approved as Recommended  
UNANIMOUS VOTE  
Approved by Resolution 16-0474

**REGIONAL PARKS**

- 43. [Authorize the Director to execute a Joint Powers Agreement with the City of Cloverdale for landscape maintenance services from July 1, 2016 through June 30, 2019 not-to-exceed \\$115,000 over 3 years. \(Fourth District\)](#)

[Summary](#)

Board Action: Approved as Recommended  
UNANIMOUS VOTE

**RETIREMENT**

- 44. [Adopt a Resolution approving the election results for the Retirement Board Second Trustee position \(general members\) of the Sonoma County Employees' Retirement Association.](#)

[Item materials](#)

Board Action: Approved as Recommended  
UNANIMOUS VOTE  
Approved by Resolution 16-0475

**TRANSPORTATION AND PUBLIC WORKS**

- 45. [Boyes Boulevard Bridge Replacement Project – Adopt a Resolution accepting a Grant Deed and Authorizing the Chair to execute a Property Purchase Agreement for a full fee-take purchase required for the Boyes Boulevard Road Bridge Replacement Project, authorizing a payment of \\$285,000, which includes \\$0 for severance damages; authorizing transfer of taxes on said land; and authorizing refunds, if applicable, lands of Linas Baranauskas, \(APN: 052-191-007\); Project C01147. \(Second District\)](#)

[Item materials](#)

Board Action: Approved as Recommended  
UNANIMOUS VOTE  
Approved by Resolution 16-0476

46. [Approve and authorize Chair to sign First Amendments to Agreements for Emergency Fully Operated Equipment Services with the following companies: CATS4U, Inc., Ghilotti Brothers, Inc., Hanford Applied Restoration & Conservation, Pacific Coast Drilling Company, Parmeter General Engineers & Services, Inc., Rege Construction, and Serres Corporation to include records retention clause with no change to the not-to exceed amount of \\$50,000 per fiscal year or term end date of June 30, 2018.](#)

[Item materials](#)

Board Action: Approved as Recommended  
UNANIMOUS VOTE

47. [Approve and authorize the Chair to execute the Second Amendment with Green Valley Consulting Engineers for construction management services related to the State Route 12 Corridor Improvement Project extending the term of the agreement to December 31, 2017. \(First District\)](#)

[Item materials](#)

Board Action: Approved as Recommended  
UNANIMOUS VOTE

48. [Adopt a Resolution establishing all-way stop controls at the intersection of Airport Boulevard East \(#8803A\)/El Mercado Parkway \(#88078\) and Faught Road \(#8807\) in Larkfield-Wikiup. \(Fourth District\)](#)

[Item materials](#)

Board Action: Approved as Recommended  
UNANIMOUS VOTE  
Approved by Resolution 16-0477

49. [Adopt a Resolution establishing all-way stop controls at the intersection of Edison Street \(#79030\) and Donald Street \(#79025\) in Graton. \(Fifth District\)](#)

[Summary](#)  
[Resolution](#)  
[Map](#)

Board Action: Approved as Recommended  
UNANIMOUS VOTE  
Approved by Resolution 16-0478

50. [Approve out-of-state travel requests for the Airport Manager.](#)

[Summary](#)

Board Action: Approved as Recommended  
UNANIMOUS VOTE

51. [First Amendment to the Central Disposal Site Cell Tower Lease Agreement and Sublease to T-Mobile – Approve and Authorize the Chair to:](#)  
[\(A\) Execute the Settlement Agreement and General Release between the County and T-Mobile which compensates the County \\$43,710.60 for those years that the second cell tower continued to operate on County property while the County and Lessee negotiated the First Amendment, allows T-Mobile to remain on the property through May 31, 2017 until it completes the co-location of the cell towers, and authorizes execution of the First Amendment to the Lease Agreement;](#)  
[\(B\) Execute the First Amendment of the Lease Agreement and the Memorandum of First Amendment to Lease Agreement with Crown Castle International Corporation for property located at 403 Meacham Road, Petaluma, updating payment terms, approving co-location of two existing cell phone towers, and increasing the rent for Fiscal Year 2016-17 to \\$33,029;](#)  
[\(C\) Approve the sublease of the Lease Agreement from Crown Castle International Corporation to T-Mobile; and](#)

(D) Authorize the Director of Transportation and Public Works to record the Memorandum of First Amendment to Lease Agreement as requested by Lessee for its records and to execute the Consent to Sublease and the Property Owner Letter of Authorization. (Second District)

[Summary](#)  
[Amendment](#)  
[Consent](#)  
[Memo](#)  
[Agreement](#)

Board Action: Approved as Recommended  
UNANIMOUS VOTE

52. Authorize the Airport Manager to execute the:  
(A) Agreement for Sale of Mitigation Acreage with Fulton Road Preserve, LLC for a total cost to the County of \$3,078,250 to fulfill mitigation requirements for the Runway Safety Area Improvement Project, and  
(B) Third Amendment to the Agreement for Sale of Conservation Credits with Alton Preserve, LLC for decreasing and exchanging plant and California Tiger Salamander conservation credits with the Fulton Road Preserve mitigation site with no contract cost change.

[Summary](#)  
[Attachment 1](#)  
[Attachment 2](#)  
[Attachment 3](#)  
[Attachment 4](#)

Board Action: Approved as Recommended  
UNANIMOUS VOTE

53. Approve and authorize Chair to execute the First Amendment to the agreement with OPAC Consulting Engineers, Inc. for the design of the replacement Bridge over the Pena Creek (C01293) increasing the contract amount by \$2,526 in an amount not-to-exceed \$517,100 which includes a Contingency of \$46,780, and extending the term of the agreement to December 31, 2021. (Fourth District)

[Summary](#)  
[Attachment](#)

Board Action: Approved as Recommended  
UNANIMOUS VOTE

54. Environmental Mitigation and Monitoring Plan for Adobe at East Washington –  
(A) Approve and authorize the Chair to sign agreement with Habitat Restoration Services Inc. to provide design, installation and watering services for Environmental Mitigation and Monitoring Plan as required by the Adobe at East Washington Signalization project (C02279) in a not-to-exceed amount of \$257,000 with a term ending December 31, 2021.  
(B) Authorize the Director to execute the Landowner Mitigation Agreement for implementation of mitigation project at Sears Point with Sonoma Land Trust with a term ending December 31, 2021. (Second District)

[Summary](#)  
[Resolution](#)

Board Action: Approved as Recommended  
UNANIMOUS VOTE

55. Approve and authorize the Chair to execute the First Amendment to the agreement with TRC Engineers for engineering design services for the Geysers Road Bridge over Frasier Creek extending the term of the agreement to December 31, 2021 with no change in the not-to-exceed amount of \$559,261. (Fourth District)

[Summary](#)

Attachment

Board Action: Approved as Recommended  
UNANIMOUS VOTE

**APPOINTMENTS/REAPPOINTMENTS**

(Items 56 through 60)

56. Approve the re-appointment of Brian Sobel to serve as a public member-at-large of the Golden Gate Bridge, Highway and Transportation District Board of Directors serving a two-year term beginning on January 1, 2017 and ending on January 1, 2019. (Second District)

Summary

Board Action: Approved as Recommended  
UNANIMOUS VOTE

57. Approve the re-appointment of Fran Adams to the Sonoma County Mental Health Board for a three-year term beginning December 31, 2016 and ending on December 31, 2019. (Second District)

Summary

Board Action: Approved as Recommended  
UNANIMOUS VOTE

58. Approve the appointment of Carol S. McHale to the Commission on Human Rights serving a two-year term beginning on December 13, 2016 and ending on December 13, 2018. (Third District)

Summary

Board Action: Approved as Recommended  
UNANIMOUS VOTE

59. Approve the re-appointment of Paul Kelley to the North Coast Railroad Authority Board serving a two-year term beginning retroactively on April 16, 2016 and ending on April 15, 2018. (Fifth District)

Summary

Board Action: Approved as Recommended  
UNANIMOUS VOTE

60. Maternal, Child and Adolescent Health Advisory Board Appointments and Reappointments –  
(A) Approve the appointments of Rachel Napoli, Rebecca Timme, Maria Avina and Katie Luciani to the Sonoma County Maternal, Child and Adolescent Health Advisory Board serving two-year terms beginning on January 1, 2017 and ending on December 31, 2018;  
(B) Approve the re-appointments of Karla Fittipaldi, Jeff Miller, Casey McChesney, Annie Nicol, Ed Sheffield, Amanda Silva, and Marta Tilling to the Sonoma County Maternal, Child and Adolescent Health Advisory Board serving two-year terms beginning on January 1, 2017 and ending on December 31, 2018.  
(C) Approve the re-appointment of Gina Cuclis to the Sonoma County Maternal, Child and Adolescent Health Advisory Board to complete her current term ending December 31, 2017 as an Elected Officials representative. (Health Services)

Item materials

Board Action: Approved as Recommended  
UNANIMOUS VOTE

**PRESENTATIONS/GOLD RESOLUTIONS**

(Items 61 through 62)

**PRESENTATIONS AT THE BOARD MEETING**

61. [1:30 P.M. – Adopt a Gold Resolution celebrating the 40th Anniversary of the Sonoma Land Trust. \(First District\)](#)

[Summary](#)  
[Resolution](#)

Board Action: Approved as Recommended  
UNANIMOUS VOTE  
Approved by Resolution 16-0479

**PRESENTATIONS AT A DIFFERENT DATE**

62. [Adopt a Gold Resolution celebrating Dan Condrón's retirement from Sonoma State University. \(Third District\)](#)

[Summary](#)  
[Resolution](#)

Board Action: Approved as Recommended  
UNANIMOUS VOTE  
Approved by Resolution 16-0480

Public Speakers on the Consent Calendar

Betsy Wallace  
Mark Homchick  
Rosa Reynoza  
Kendra Johns  
Peter Tscherneff  
David Hopkins  
Candace Alvarez  
Mike Fitzpatrick

- III. REGULAR CALENDAR (Items 63 through 69)

**SONOMA COUNTY WATER AGENCY**

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

63. [Authorize the General Manager to execute a Power Purchase Agreement with Pristine Sun Inc. for a floating solar system at Airport-Larkfield-Wikiup Sanitation Zone's Oceanview Reservoir. \(Fourth District\)](#)

[Item materials](#)  
[PowerPoint presentation](#)

9:45 a.m. Presenter  
Dale Roberts, Principal Engineer

Board Action: Approved as Recommended  
UNANIMOUS VOTE

64. [Biological Opinion Phase 3 Letter of Credit - Authorize the General Manager to undertake actions necessary to procure a standby Letter of Credit in the amount of \\$12,765,840 as described in the Memorandum of Agreement with California Department of Fish and Wildlife, including execution of an agreement with U.S. Bank for such a Letter of Credit in substantially the form presented to this Board.](#)

[Item materials](#)

[PowerPoint presentation](#)

9:55 a.m. Presenters

Michael Gossman, Division Manager, Administration and Finance  
Dave Manning, Environmental Resources Manager

Board Action: Approved as Recommended  
UNANIMOUS VOTE

**TRANSPORTATION AND PUBLIC WORKS**

65. [Subsidized Transit Fare Program for Veterans and College Students – Program update and recommendation for 2017 – \(A\) Provide funding to continue the College Student Subsidized Transit Fare Program through December 31, 2017 in an amount up to \\$236,831, accept financial assistance from the Santa Rosa Junior College \(SRJC\) and Sonoma State University \(SSU\) to “bridge” the program through 2017, and Authorize the Chair to execute a Memorandum of Understanding with SRJC and SSU for \\$19,477 to accept their financial contributions in the amounts of \\$30,000 and \\$19,477 respectively to the program for 2017. \(B\) Approve the use of Contingency funds in the amount of \\$103,416 to fund the College Student Subsidized Transit Fare Program and \\$20,500 to fund the permanent Veterans Subsidized Fare Program from January through June 2017. \(C\) Direct staff to develop a multi-year agreement with SRJC and SSU that further reduces County general fund contributions beginning in 2018. Staff will report on progress made and recommendations towards this effort in November 2017.](#)

[Summary](#)

[Attachment 1](#)

[Attachment 2](#)

[PowerPoint presentation](#)

10:05 a.m. Presenter

Bryan Albee, Transit Manager

Public Speakers

Melissa Vergas  
Enrique Yarce  
Steve Birdlebough  
Karym Sanchez

Board Action: Approved as Recommended  
UNANIMOUS VOTE

66. [Establishment of Quiet Zones at Railroad Crossings in Sonoma County – \(A\) Direct staff to submit a Notice of Intent for Quiet Zones at Railroad Crossings within Sonoma County relating to the rail operations of Sonoma Marin Area Rail Transit \(SMART\). \(B\) Authorize the Director of Transportation and Public Works to negotiate cooperative agreements with Rohnert Park and Cotati regarding joint quiet zone applications. \(Second, Third, and Fourth Districts\)](#)

[Summary](#)

[Map](#)

[Calculations](#)

[PowerPoint presentation](#)

10:40 a.m. Presenters

Johannes Hovertsz, Deputy Director  
Elizabeth Coleman, Deputy County Counsel

Board Action: Approved as Recommended  
UNANIMOUS VOTE

The Board recessed: 11:08 a.m.  
The Board reconvened: 11:20 a.m.

**COUNTY ADMINISTRATOR/PERMIT AND RESOURCE MANAGEMENT**  
AND  
**COMMUNITY DEVELOPMENT COMMISSION**  
(Commissioners: Gorin, Rabbitt, Zane, Gore, Carrillo)

67. [Authorize the County Administrator to execute a Memorandum of Understanding with the North Coast Regional Water Quality Control Board relating to the reduction of pathogens in the Russian River Watershed and implementation of the Pathogen Indicator Bacteria Total Maximum Daily Load Action Plan. \(Fourth and Fifth Districts\)](#)

[Item materials](#)

[11:20 a.m. Presenters](#)

Sita Kuteira, CAO Administrative Analyst  
Nathan Quarles, PRMD Deputy Director Engineering Construction  
Jim Leddy, Community Development Commission Assistant  
Bert Whitaker, Regional Parks Manager

[Public Speaker](#)

Josh Curtis

Board Action: Approved as Recommended  
UNANIMOUS VOTE

**REGIONAL PARKS**

68. [Andy's Unity Park– Construction Bid Award and Direction on Funding Gap –](#)  
[\(A\) Adopt and approve the Project Manual and Drawings entitled “Andy’s Unity Park”.](#)  
[\(B\) Direct staff of Regional Parks to work with the County Administrator’s Office and community stakeholders to identify the needed \\$1,651,473 to complete base bid construction up to \\$2,630,573 for all additive alternatives.](#)  
[\(C\) Authorize the Director to select additive alternates if there are adequate resources to do so.](#)  
[\(D\) Authorize the Director to make other minor and related changes to the project required by the final conditions and agency approvals and other project conditions so long as the total does not exceed 10% of the total project cost.](#)  
[\(E\) Award the contract to Argonaut Constructors for the amount of \\$3,316,516 and authorize the Chair of Board to execute the contract. \(Fifth District\)](#)

[Summary](#)

[PowerPoint presentation](#)

[11:48 a.m. Presenters](#)

Caryl Hart, Regional Parks Director  
Steve Ehret, Park Planning Manager

County Counsel announced that there was an official bid protest received on this item, so the contract will not be considered at this time and will return to the Board on a future date.

[Public Comments](#)

Esther Lemus  
Francisco Saiz  
Alicia Carroll  
Jeff Bodwin  
Victor Ruldan  
Ana Salgado  
Duane DeWitt

Board comments:

Supervisor Carrillo suggested that the Board look at Reinvestment and Revitalization funding for this project up to \$900,000 yearly, repaid with increased TOT funds, and to fully fund this park.

Supervisor Rabbitt would like to see spreadsheets on the proposed budget and available balances. He would like to know how this project costs compare to other similar county project costs.

Supervisor Gorin would also like time to evaluate funding proposals, with phased-in stages of the park development along with community funding opportunities.

Direction was given to staff to bring back this recommendation back to the Board during the budget policy workshop.

Board Action: Approved as revised with a recommendation for the Board to support fully funding the project.

AYES: Susan Gorin, Shirlee Zane, James Gore, and Efrén Carrillo

NAYE: David Rabbitt

**AUDITOR-CONTROLLER-TREASURER-TAX COLLECTOR/COUNTY COUNSEL**

68A. IRS Appeal and Sonoma County Payroll Process Audit –

(A) Direct County Counsel to take all steps necessary to continue to challenge and favorably resolve the inappropriate tax levy by the Internal Revenue Service including any related penalties and interest. (Majority)

(B) Review and accept the Sonoma County Payroll Process Internal Audit Report for the period July 1, 2011 through June 30, 2015 which includes a significant subsequent event regarding the discovery of penalties and interest assessed by the IRS. (Majority)

(C) Adopt a Fiscal Year 2015-16 budget Resolution totaling \$4.7 million to authorize the Auditor-Controller-Treasurer-Tax Collector (ACTTC) and County Administrator (CAO) to record a general fund payable to the IRS at June 30, 2016, and make payments to the IRS in amounts not-to-exceed \$4.0 million to preserve appeal rights and safeguard County credit rating and financial status, and record a general fund payable at June 30, 2016 to reimburse to the Unemployment Insurance Internal Service Fund for penalties and interest payments made to the Employment Development Department (EDD) in an amount of \$674,000.

(4/5 vote required)

(D) Adopt a Fiscal Year 2016-17 budget Resolution totaling \$525,000 to authorize the ACTTC and CAO to make payments to the IRS in amounts not-to-exceed \$300,000 for additional penalties that may have accrued to IRS accounts and encumber a legal services agreement in an amount not-to-exceed \$225,000. (4/5 vote required)

(E) Authorize County Counsel to enter into agreements with the Hanson Bridgett LLP law firm and/or other lawyers for legal services to represent the ACTTC and the County regarding the tax dispute in an aggregate total not-to-exceed \$225,000. (4/5 vote required)

[Summary](#)

[Report](#)

[Resolution 1](#)

[Resolution 2](#)

1:00 p.m. Presenters

Jonathan Kadlec, Assistant Auditor-Controller-Treasurer-Tax Collector

Erick Roeser, Assistant Auditor-Controller-Treasurer-Tax Collector

Nancy Hilu, Attorney with Hanson Bridgett LLP

Board Action: Approved as Recommended

UNANIMOUS VOTE

Approved by Resolutions 16-0481 and 16-0482

**BOARD OF SUPERVISORS**

69. [Approve a permit fee waiver of \\$7,584 for the Forestville Planning Association’s Forestville Downtown Park use permit. \(Fifth District\)](#)

[Summary](#)

[Attachment](#)

Board Action: Approved as Recommended

UNANIMOUS VOTE

The Board recessed into Closed Session: 1:21 p.m.



70. [1:21 p.m. PUBLIC COMMENT ON CLOSED SESSION ITEMS](#)

None.

IV. [CLOSED SESSION CALENDAR \(Item 71\)](#)

1:55 P.M. County Counsel Bruce Goldstein reported on Closed Session Item 71.

71. [The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel – Existing Litigation – County of Sonoma – Request for a Collections Due Process or Equivalent Hearing, Appeal of Internal Revenue Service Collections Action, Form 12153 \(Nov. 17, 2016\). \(Government Code Section 54956.9\(d\)\(1\)\).](#)

No reportable action. Direction give to counsel and staff.

V. [REGULAR AFTERNOON CALENDAR \(Items 72 through 79\)](#)

72. [RECONVENE FROM CLOSED SESSION](#)

Supervisors Present: Susan Gorin, David Rabbitt, Shirlee Zane, James Gore, Efren Carrillo  
Staff Present: Sheryl Bratton, County Administrator and Bruce Goldstein, County Counsel

73. [REPORT ON CLOSED SESSION](#)

1:55 P.M. County Counsel Bruce Goldstein reported on Closed Session Item 71. See Item IV.

VII. [1:56 P.M. - PRESENTATIONS/GOLD RESOLUTIONS \(Item 61, approved on the Consent Calendar\)](#)

VI. [BOARD MEMBER REPORTS ON ASSIGNED BOARDS, COUNCILS, COMMISSIONS OR OTHER ATTENDED MEETINGS](#)

Supervisor Carrillo attended a Local Agency Formation Commission (LAFCO), the North Bay North Coast Broadband Consortium Committee meeting and a Russian River Watershed Association meeting.

Supervisor Gorin, Supervisor Rabbitt, Supervisor Zane, and Supervisor Gore all wished Supervisor Carrillo well on his exit from the Sonoma County Board of Supervisors.

74. [PUBLIC COMMENT ON MATTERS NOT LISTED ON THE AGENDA BUT WITHIN THE SUBJECT MATTER JURISDICTION OF THE BOARD AND ON BOARD MEMBER REPORTS \(Comments are restricted to matters within the Board's jurisdiction. The Board will hear public comments at this time for up to thirty minutes. Please be brief and limit your comments to three minutes. Any additional public comments will be heard at the conclusion of the meeting. While members of the public are welcome to address the Board, under the Brown Act, Board members may not deliberate or take action on items not on the agenda.\)](#)

2:27 P.M. Public comment opened

Public Speakers

Supervisor-elect Lynda Hopkins

Kyla Brooke

Colette Michaus

Eric Koenigshofer

Vesta Copestakes

Susan Kinder

Gail Thomas

Debra Newby

2:54 P.M. Deputy County Counsel Jeff Brax replaced County Counsel Bruce Goldstein

Mary Morrison  
Maria Halstrom  
Roseanne Snyder  
Chris Gibbons  
Colleen Fernald  
Richard Hannon  
John Jenkel  
Duane Dewitt  
Bill Haluzak  
Kear Koch  
John Laraing  
Cary Bohm  
Dee West  
Joe Munson  
Jane Weal  
Colleen Fernald  
William "Burr" Wilson  
Bob Anderson  
Alegria De la Cruz

3:10 P.M. Public comment closed

**PERMIT AND RESOURCE MANAGEMENT**

75. [AGP15-0026 – Conduct a Public Hearing for an Agricultural Preserve expansion and a new Land Conservation \(Williamson\) Act Contract; Terry Zimmerman. \(Second District\)](#)  
a) [APPLICANT: Terry Zimmerman](#)  
b) [APPELLANTS: N/A](#)  
c) [LOCATION: 6340 Bodega Avenue, Petaluma](#)  
d) [ASSESSOR'S PARCEL NOS.: 022-080-018](#)  
e) [ENVIRONMENTAL DOCUMENT: Categorically Exempt per Section 15317 of CEQA](#)  
f) [REQUEST: Adopt a Resolution to expand Agricultural Preserve 2-423 and authorize the Chair to execute a Non-Prime Land Conservation Act Contract for 96.56 acres.](#)

[Item materials](#)

Presenter

Tennis Wick, Director, Permit and Resource Management Department

3:11 P.M. Public comment opened

Public Speakers: None

3:12 P.M. Public comment closed

Board Action: Approved as Recommended  
UNANIMOUS VOTE  
Approved by Resolution 16-0483

**COUNTY ADMINISTRATOR'S OFFICE/ PERMIT AND RESOURCE MANAGEMENT/  
AGRICULTURE/WEIGHTS AND MEASURES/ HEALTH SERVICES**

76. [MNS06-0032 – Conduct a Public Hearing appealing the Planning Commission decision to approve a Minor Subdivision. \(Fifth District\)](#)  
a) [APPLICANT: Jackson Vineyards II LLC](#)  
b) [APPELLANTS: Ad Hoc Committee for Clean Water](#)  
c) [LOCATION: 12924 Bones Lane, Occidental](#)  
d) [ASSESSOR'S PARCEL NOS.: 074-030-043](#)  
e) [ENVIRONMENTAL DOCUMENT: Mitigated Negative Declaration](#)  
f) [REQUEST: Conduct a Public Hearing and Adopt a Resolution denying an appeal from a decision of the Planning](#)

[Commission, making findings pursuant to CEQA and the Subdivision Map Act, adopting a Mitigated Negative Declaration and Mitigation Monitoring Program, and approving a tentative map for the property.](#)

[Item materials](#)

[PowerPoint presentation](#)

Presenters

Mary Nicholl, Environmental Specialist, Permit and Resource Management Department  
Sandi Potter, Comprehensive Planning and Environmental Review Manager, Permit and Resource Management Department  
Jennifer Barrett, Deputy Director Planning, Permit and Resource Management Department  
Tennis Wick, Director, Permit and Resource Management Department

3:29 P.M. Public comment opened

Public Speakers

Ann Maurice  
Ed Castellini  
Leann Edwards

3:40 P.M. Public comment closed

Board Action: Approved by Resolution 16-0684 with minor revisions on the document entered into the record and the mitigated negative declaration with minor errata revised also on the document entered into the record. The conditions of approval were revised and were read into the record and reflected in the document that was entered into the record.

UNANIMOUS VOTE

77. [Medical Cannabis Program Ordinances and Policies – The Board will continue deliberations from the December 6, 2016 Public Hearing to consider whether to:](#)  
[\(A\) Adopt the Negative Declaration and approve the Medical Cannabis Land Use Ordinance amending the zoning code to permit and regulate medical cannabis businesses; \(Majority\)](#)  
[\(B\) Adopt a Resolution amending the Uniform Rules for Agricultural Preservation and Farmland Security Zones to list medical cannabis cultivation as a compatible use within Agricultural Preserves; \(Majority\)](#)  
[The Board will consider whether to](#)  
[\(C\) Adopt an Ordinance amending Chapter 14 of the Sonoma County Code to regulate medical cannabis dispensaries and edible cannabis product manufacturing sites; \(Majority\)](#)  
[\(Second Reading – Ready for Adoption\);](#)  
[\(D\) Adopt the Cannabis Business Tax Ordinance establishing a general business tax on cannabis operators, which will become effective if it is approved by a majority of the voters voting on the tax measure at the March 7, 2017 election; \(4/5 vote required\)](#)  
[\(Second Reading – Ready for Adoption\); and](#)  
[\(E\) Approve the use of Contingency funds in an amount up to \\$400,000 to place the proposed measure on the ballot.](#)

[Item materials](#)

[PowerPoint presentation](#)

4:02 p.m. Presenters

Rebecca Wachsberg, Deputy County Administrator  
Sita Kuteira, County Administrator's Office Administrative Analyst  
Alegria De la Cruz, Deputy County Counsel  
Amy Lyle, Planner, Permit and Resource Management Department  
Tony Linegar, Agriculture Commissioner  
Tennis Wick, Director, Permit and Resource Management Department  
Jennifer Barrett, Deputy Director Planning, Permit and Resource Management Department  
Dr. Karen Milman, Health Officer, Health Services  
Lauren Walker, Deputy County Counsel

Supervisor Zane doesn't support RRD (Resources and Rural Development) designations for outdoor commercial cultivation.

A majority of the Board did not accept the planning commission's recommendations in commercial cultivation in RR (Rural residential) and AR (Ag and residential) zones.

The Board recessed: 6:09 p.m.  
The Board reconvened: 6:15 p.m.

The Board indicated supporting the Planning Commission's other recommendations.

Cannabis Business Tax Ordinance Issue -

The Board's recommended changes will return to the Board for adoption on December 20, 2017 at 9:00 a.m.

Board Action: Straw vote

UNANIMOUS VOTE

Medical Cannabis Health Ordinance Issue -

7:08 P.M. Public comment opened

Public Speakers

Gilman Parsons  
Ammishaddai Israel  
Bob Williamson  
Cory Bohn  
Katie Sanchez  
Stephen Wolmarans  
Mary Pat Jacobs  
Dr. Jonathan Carhat M.D.  
Douglas Puerta  
Sarah Shrader  
Leif Soderling  
Andrew Dobbs-Kramer

7:20 P.M. Public comment closed

Sections A and B were continued to December 20, 2016 at 9:00 a.m. after Public comments on items not on the agenda.

Board Action: Sections C, D, and E Approved as Recommended

UNANIMOUS VOTE

Approved by Ordinances 6187 and 6188

78. [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 \(All materials related to these actions and determinations can be reviewed at: <http://www.sonoma-county.org/prmd/b-c/index.htm>\)](http://www.sonoma-county.org/prmd/b-c/index.htm)

7:37 p.m. None

79. [7:40 p.m. ADJOURNMENT](#)

7:40 p.m. The Board adjourned the meeting in the memory of John Mullan and Maria Jose Ordaz Chavarria. The meeting was adjourned to December 20, 2016 at 8:30 a.m.

Respectfully submitted,

Roxanne Epstein,  
Chief Deputy Clerk of the Board

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

**TUESDAY**

**DECEMBER 20, 2016**

**8:30 A.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		
Efren Carrillo	Fifth District		

**9:04 A.M. CALL TO ORDER**

Supervisors Present: Susan Gorin, David Rabbitt, Shirlee Zane, James Gore, Efren Carrillo

Staff Present: Sheryl Bratton, County Administrator and Jeff Brax, Deputy County Counsel

**PLEDGE OF ALLEGIANCE**

- I. [APPROVAL OF THE AGENDA \(Items may be added or withdrawn from the agenda consistent with State law\)](#)
1. [PUBLIC COMMENT ON MATTERS NOT LISTED ON THE AGENDA BUT WITHIN THE SUBJECT MATTER JURISDICTION OF THE BOARD AND ON BOARD MEMBER REPORTS \(Comments are restricted to matters within the Board's jurisdiction. The Board will hear public comments at this time for up to thirty minutes. Please be brief and limit your comments to three minutes. Any additional public comments will be heard at the conclusion of the meeting. While members of the public are welcome to address the Board, under the Brown Act, Board members may not deliberate or take action on items not on the agenda.\)](#)

Public Comments Opened: 9:05 a.m.

**Public Speakers:**

Mary Morrison  
Rosanne Snyder  
Colleen Fernald  
Richard Hannon  
John Jenkel  
Duanne DeWitt  
Peter Tschernoff  
Craig Wooster  
Bob Williamson

Public Comments Closed: 9:32 a.m.

- II. [CONSENT CALENDAR \(Items 2 and 3\)](#)

**REGIONAL PARKS**

2. [Reject all bids received on November 9, 2016 for Andy's Unity Park, and Direct Regional Parks to revise the bid documents and re-bid the project. \(Fifth District\)](#)

**Summary**

Board Action: Approved as Recommended  
UNANIMOUS VOTE

**COUNTY ADMINISTRATOR'S OFFICE/ PERMIT AND RESOURCE MANAGEMENT/  
AGRICULTURE/WEIGHTS AND MEASURES/ HEALTH SERVICES**

3. [Medical Cannabis Program Ordinances and Policies - \(A\) Adopt the Negative Declaration and approve the Medical Cannabis Land Use Ordinance amending the zoning code to permit and regulate medical cannabis businesses. \(B\) Adopt a Resolution amending the Uniform Rules for Agricultural Preservation and Farmland Security Zones to list medical cannabis cultivation as a compatible use within Agricultural Preserves.](#)

[Item materials](#)

[Revised Ordinance](#)

[Revised Exhibit A-2](#)

[Revised land use summary table](#)

**Public Speakers on Item #3:**

David Eisenhower

Peter Tschernoff

Julie

Duane DeWitt

Bob Williamson

Hannah

Colleen Fernald

Tawnie Lojar

Jolene Strange

Julie Mercer-Ingram

Gary Lucus

Terry Darcy

Sarah Shrader

Kerry Mitchell

Joe Munson

Debra Tsoupeake

Richard Rudandky

Samual Edwards

Clint Mitchell

Rochelle Watte

The Board requested the following edits to the Ordinance:

- A. Separation criteria between sensitive uses and outdoor and mixed-light cultivation expanded from 600 to 1,000 feet.
- B. Conditional use permits changed to minor use permits in the industrial zones.
- C. Clean up edits.

The Board recessed: 11:02 a.m.

The Board reconvened: 11:19 a.m.

Board Action: Approved as Recommended

UNANIMOUS VOTE

Approved by Resolution 16-0486 and Ordinance as revised 6189

4. [ADJOURNMENT](#)

12:07 p.m. The Board adjourned the meeting in the memory of Fred Fletcher. The meeting was adjourned to January 10, 2017 at 8:30 a.m.

Respectfully submitted,

Roxanne Epstein,

Chief Deputy Clerk of the Board



## County of Sonoma Agenda Item Summary Report

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

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

**To:**

**Board Agenda Date:** January 24, 2017

**Vote Requirement:** Majority

**Department or Agency Name(s):** Sonoma County Public Law Library

**Staff Name and Phone Number:**

Kim Tucker 565-2668

**Supervisorial District(s):**

**Title:** Appoint and re-appoint members of the Sonoma County Public Law Library Board of Trustees

**Recommended Actions:**

Appoint Sherie Hurd and re-appoint James J. Barnes to the Sonoma County Public Law Library Board of Trustees, terms expiring January 2, 2018.

**Executive Summary:**

The Law Library Board of Trustees is requesting the Sonoma County Board of Supervisors appoint and reappoint members on the Law Library Board of Trustees. Non-judicial members of the Board of Trustees shall be appointed (or re-appointed) each year by the Board of Supervisors, terms concurrent with the Board Chair.

Appointment: Law Library Board of Trustees recommends Ms. Sherie Hurd for the position that becomes vacant in January 2017. This trustee will fill the position for the chair of the Board of Supervisors. Currently that position is held by Debra Newby, Esq. who has served her final term on the Board of Trustees. Ms. Hurd is an active and community-involved Sonoma County resident who has been the vice president of Empire College since 1987.

Re-appointment: James J. Barnes has been practicing law for over 30 years and was appointed to the Law Library Board of Trustees in January 2015. The Law Library Board of Trustees recommends that he continue to serve on that board and request that he is re-appointed.

**Discussion:**

Sonoma County Public Law Library has a seven member Board of Trustees. The seven-member board consists of five superior court judges who historically have been appointed by the presiding judge and two additional members are appointed by the Board of Supervisors. One of the members appointed by the Board of Supervisors represents the State Bar and the other represents the chair of the Sonoma County Board of Supervisors. (California Bus. & Prof. Code section 6301) Historically, the chair of the board has appointed someone to serve as trustee however it is up to the chair if they wish to fill the seat personally.

Current Law Library Board of Trustees are as follows:

- Judge Jim Bertoli, President
- Judge Ken Gross, Vice-President
- Judge Elliot Daum, Member
- Judge Peter Ottenweller, Member
- Judge Patrick Broderick
- Debra Newby, Financial Chair (Final term-Sonoma County Board of Supervisors representatives)
- James J. Barnes (State Bar Representative)

**Prior Board Actions:**

March 3, 2015 Appoint Debra Newby and James J. Barnes to the Sonoma County Public Law Library Board of Trustees

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

The Law Library provides valuable services to the community, and appointments of these representatives to the Board of Trustees ensures their needs are represented.

**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:**

N/A



<b>Staffing Impacts</b>			
<b>Position Title</b> (Payroll Classification)	<b>Monthly Salary Range</b> (A – I Step)	<b>Additions</b> (Number)	<b>Deletions</b> (Number)
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
<b>Attachments:</b>			
<b>Related Items “On File” with the Clerk of the Board:</b>			
Application for Appointment for Sherie Hurd and James J. Barnes			



County of Sonoma  
Agenda Item  
Summary Report

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

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

**To:** Board of Supervisors

**Board Agenda Date:** January 24, 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:** Re-appointment

**Recommended Actions:**

Re-appoint Pamela Davis on the Planning Commission beginning January 3, 2017 serving coterminous. (Fifth District)

**Executive Summary:**

**Discussion:**

**Prior Board Actions:**

Re-appointment.

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

**To:** Board of Supervisors

**Board Agenda Date:** January 24, 2017

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Kay Lowtrip, 707 565 2243

**Supervisorial District(s):**

All

**Title:** Nominations for Appointment to the California Coastal Commission.

### **Recommended Actions:**

Review the City Selection Committee's California Coastal Commission nomination requests and authorize the County Administrative Officer to submit the nominations to the California Senate Rules Committee for their consideration.

### **Executive Summary:**

Chairman Carrillo received a letter dated December 19, 2016 from the Senate Rules Committee requesting nominations for an appointment to the California Coastal Commission. A response was requested within 45 days of the receipt of the letter.

Pursuant to Public Resources Code 30301.2, the Senate Rules Committee is required to request names for nomination from the counties of Marin, San Francisco and Sonoma. The nominees may be either a member of the Board of Supervisors or a current member of one of the city or town councils in the three counties. Nominations are reviewed and recommended by the City Selection Committee, comprised of representatives from the cities of Marin and Sonoma County, and the City/County of San Francisco.

The City Selection Committee held a special meeting on January 12, 2017 and selected City of Sebastopol Council Member, Sarah Glade Gurney, and City of Santa Rosa Council Member, Chris Rogers for nomination to the California Coastal Commission.

The Board of Supervisors is not required to submit a separate nomination, so today's action will only approve the nominations for appointment to the California Coastal Commission, and direct the County Administrative Officer to submit these individuals to the Senate Rule Committee for their consideration.

### **Discussion:**

<b>Prior Board Actions:</b>			
None.			
<b>Strategic Plan Alignment</b>			
<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</b> (Payroll Classification)	<b>Monthly Salary Range</b> (A – I Step)	<b>Additions</b> (Number)	<b>Deletions</b> (Number)
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
None			
<b>Attachments:</b>			
(A) Copy of Letter of Request from the Senate Rules Committee			

- (B) Copy of the unofficial minutes from the January 12, 2017 City Selection Committee Special Meeting.
- (C) Copies of letters of interest from interested parties

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

None

VICE-CHAIR  
ANTHONY CANNELLA  
MEMBERS  
TOM BERRYHILL  
CONNIE M. LEYVA  
HOLLY J. MITCHELL

CALIFORNIA LEGISLATURE



DANIEL ALVAREZ  
SECRETARY OF THE SENATE  
ANNETTE L. PORINI  
APPOINTMENTS DIRECTOR  
LEONOR EHLING  
CHIEF DEPUTY DIRECTOR  
LISA MATOCQ  
DEPUTY DIRECTOR

**SENATE RULES COMMITTEE**

KEVIN DE LEÓN  
CHAIR

December 19, 2016

Supervisor Efren Carrillo, Chair  
Sonoma County Board of Supervisors  
575 Administration Drive, Room 100A  
Santa Rosa, CA 95403

Dear Supervisor Carrillo:

This letter is to request nominations by the Sonoma County Board of Supervisors for an appointment to the California Coastal Commission pursuant to Section 30301.2 of the Public Resources Code. This provision requires the Rules Committee to ask for names of one or more supervisors and one or more mayors or city councilmembers from the Counties of Marin, San Francisco, and Sonoma.

Please submit your list of nominees to me at the address listed on the bottom of this letter within 45 days of receipt of this request. If you have any questions concerning the nomination or selection process, please contact Lisa Matocq, Senate Rules Committee Appointments Deputy Director, at the phone number listed below.

Sincerely,

**KEVIN DE LEÓN**  
President pro Tempore  
Twenty-Fourth Senate District

KDL:lm

cc: Roxanne Epstein, Clerk

MINUTES OF THE MEETING OF THE  
SONOMA COUNTY CITY SELECTION COMMITTEE

January 12, 2017

I. CALL TO ORDER

The members of the City Selection Committee met for a special meeting at 9:30 a.m. at the Rohnert Park City Hall Council Chambers.

II. ROLL CALL

The following cities were represented:

City of Cloverdale	Mayor Gus Wolter
City of Cotati	Vice Mayor Susan Harvey
City of Healdsburg	Mayor Shaun McCaffery
City of Petaluma	Mayor David Glass
City of Rohnert Park	Mayor Jake Mackenzie
City of Santa Rosa	Mayor Chris Coursey
City of Sebastopol	Mayor Una Glass
City of Sonoma	Mayor Rachel Hundley
Town of Windsor	Mayor Deborah Fudge

9:33 A.M. Mayor Deborah Fudge joined the meeting.

III. PUBLIC COMMENT ON ITEMS NOT ON THE AGENDA

9:33 A.M. Public Comment Opened and Closed with no Speakers.

9:47 A.M. Public Comment Re-opened

Speakers:

Chris Rogers, Santa Rosa City Councilmember

9:48 A.M. Public Comment Closed

IV. APPROVAL OF MINUTES

Upon a motion by the City of Petaluma, seconded by the City of Cloverdale, the minutes of the May 12, 2016 City Selection Committee were approved as submitted with no objection.

V. BUSINESS

1. Selection of a nominee for the California Coastal Commission, the nomination is open to any local government representative.



The members of the Committee asked for procedural clarification on how many nominees could be sent to the Senate Rules Committee. After discussion the Committee unanimously agreed to move forward with the vote.

Chris Rogers, City of Santa Rosa, Sarah Glade Gurney, City of Sebastopol, and Gary Edwards, City of Sonoma were the applicants for this position. There were two rounds of voting:

In the first vote, upon motion by the City of Cloverdale, seconded by the City of Cotati, Chris Rogers received three “ayes”; upon motion by the City of Petaluma, seconded by the City of Rohnert Park, Sarah Glade Gurney received 4 “ayes”; upon motion of the City of Sonoma, seconded by the City of Sebastopol, Gary Edwards received 1 “aye”. City of Santa Rosa abstained.

In the second vote, Chris Rogers received 4 “ayes” and Sarah Glade Gurney received 4 “ayes”. City of Santa Rosa abstained.

Upon motion of the City of Rohnert Park, seconded by the City of Petaluma, the Committee unanimously voted to select both Sarah Glade Gurney, City of Sebastopol, and Chris Rogers, City of Santa Rosa, as nominees for consideration by the California State Senate Rules Committee for appointment to the California Coastal Commission.

#### VI. ADJOURN

The City Selection Committee adjourned at 9:56 A.M.

Respectfully submitted,

Kay Lowtrip, Clerk  
City Selection Committee

cc: Mayor David Glass, City of Petaluma  
City Clerks  
Sonoma County Board of Supervisors

# City of Sonoma

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



January 5, 2017

Via Email: Buerghler, JoAnne [[jbuerghler@rpcity.org](mailto:jbuerghler@rpcity.org)]

Board of Directors  
Sonoma County Mayors' and Councilmembers' Association  
ATTN: Ms. Joanne Buerghler, Executive Assistant

Subject: California Coastal Commission

Mayors & Councilmembers:

I am submitting my name and requesting your endorsement for the position on the California Coastal Commission. I am a current member of the Sonoma City Council serving as the Mayor Pro Tem for 2017. What I will bring to this Commission is my 15 years of Planning experience serving on the Sonoma Planning Commission, my work with regional and State legislators and my background in the North Coast Dairy Industry. I am a lifelong resident of the Sonoma area which extends out to the Bay waters.

I would appreciate your consideration.

Sincerely,

Gary Edwards  
Mayor Pro Tem  
City of Sonoma



**Sarah Glade Gurney**

**City of Sebastopol**

7201 Bodega Avenue  
Sebastopol, CA 95472  
[www.cityofsebastopol.org](http://www.cityofsebastopol.org)

January 9, 2017

Dear City Selection Committee:

I seek your nomination for the open seat on the California Coastal Commission representing the North Central Coast.

As an appointee of Senator Darrell Steinberg, I have served as the Alternate for the past two Commissioners, Supervisor Ross Mirkarimi from San Francisco and Supervisor Steve Kinsey from Marin County, who followed the historic tenure of our West County Supervisor Mike Reilly. I am hopeful that Sonoma County will again have the opportunity to advocate for the three-county-area and the people of the State of California.

As a four-term Mayor, Council Member, and Planning Commissioner for the City of Sebastopol, I have extensive experience in land use and have demonstrated leadership. As a Board Member of Coastwalk California, I have worked for the completion of the State's Coastal Trail and hiked eight of the fifteen coastal counties.

I appreciate your consideration of my letter of interest.

Very truly yours,

Sarah Glade Gurney  
Council Member  
City of Sebastopol



January 7, 2017

Sonoma County Mayors and Councilmembers:

I respectfully request your nomination to the California Coastal Commission, pursuant to Section 30301.2 of the California Public Resources Code.

I grew up in Sonoma County and went to college in Santa Barbara. And for nearly a decade I served as legislative and district staff for members of Congress, the California State Assembly, and the State Senate representing the entirety of the Northern California coast. My commitment and connection to our Northern California coastal communities run deep. I have built considerable personal relationships with natural resources experts, key agency representatives, and elected leaders from Marin to the Oregon border, and I have worked to preserve and advance the California Coast as a vital and enduring ecosystem that is accessible to the public and carefully stewarded.

Chris Rogers  
Council Member

We need a representative with significant experience in public policy, and political management – and who will champion our coast and our environmental, economic, and public values.

I have spent my career fighting for the issues that we hold most dear – increased public access, protection of fish and wildlife, and the preservation of our magnificent coastal landscapes. As staff, I have aided in legislation aimed at banning oil drilling, and establishing a marine sanctuary – and I have fought to suppress California State Parks' proposals on beach fees and iron rangers.

I have the energy and expertise to serve as a key North Coast representative – and I bring with me the rare experience and ability to navigate Sacramento's politics.

The issues the Coastal Commission faces are fights that we only get to lose once. To confront these challenges, we need a careful, measured, and experienced member to represent the North Coast. I respectfully request your consideration.

Please feel free to reach out to me at (707) 547-7685 if you have any questions.

Respectfully,

Chris Rogers  
Councilmember  
City of Santa Rosa



## County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number: 22**  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors

**Board Agenda Date:** January 24, 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 3, 2017 "Wear Red" Day, and recognize the month of February as "Heart Month" in Sonoma County. (Third District)

**Executive Summary:**

Adopt a Gold Resolution Proclaiming February 3, 2017 "Wear Red" Day, and recognize the month of February as "Heart Month" in Sonoma County. (Third District)

**Discussion:**

**Prior Board Actions:**

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

<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

## State of California

---

Date: January 24, 2017

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

---

4/5 Vote Required

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### Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Proclaiming February 3, 2017 “Wear Red” Day, and recognizing the month of February as “Heart Month” in Sonoma County

**WHEREAS**, Heart disease and stroke kill one in three women in the U.S., yet eighty percent of cardiac events may be prevented; and

**WHEREAS**, cardiovascular diseases and stroke kill one woman every 80 seconds in the U.S.; and

**WHEREAS**, an estimated 44 million women in the U.S. are affected by cardiovascular diseases; and

**WHEREAS**, ninety percent of women have one or more risk factors for developing heart disease, yet only one in five American women believe that heart disease is her greatest health threat; and

**WHEREAS**, women comprise only 24 percent of participants in all heart-related studies; and

**WHEREAS**, women are less likely to call 911 for themselves when experiencing symptoms of a heart attack than they are if someone else were having a heart attack; and

**WHEREAS**, only 36% of African American women and 34% of Hispanic women know that heart disease is their greatest health risk, compared with 65% of Caucasian women; and

**WHEREAS**, women involved with the American Heart Association’s Go Red For Women® movement live healthier lives, and nearly ninety percent have made at least one healthy behavior change; and

**WHEREAS**, Go Red For Women encourages women to take charge of their health and schedule a Well-Woman visit to learn about health status and risk for diseases; and

**WHEREAS**, Go Red For Women is asking all Americans to Go Red by wearing red and speaking red.

- **Get Your Numbers:** Ask your doctor to check your blood pressure, cholesterol and glucose.
- **Own Your Lifestyle:** Stop smoking, lose weight, be physically active and eat healthy.
- **Raise Your Voice:** Advocate for more women-related research and education.
- **Educate Your Family:** Make healthy food choices for you and your family. Teach your kids the importance of staying active.
- **Donate:** Show your support with a donation of time or money.

Resolution #  
Date: January 24, 2017  
Page 2

**NOW THEREFORE BE IT RESOLVED** that the Sonoma County Board of Supervisors, in recognition of the importance of the ongoing fight against heart disease and stroke, do hereby proclaim Friday, February 3, 2017 as **NATIONAL WEAR RED DAY®** and recognizing the month of February as “Heart Month” in Sonoma County.

**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: 23**  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors

**Board Agenda Date:** January 24, 2017

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Supervisor James Gore 565-2241

**Supervisorial District(s):**

Fourth District

**Title:** Gold Resolution

**Recommended Actions:**

Approve Gold Resolution honoring Patricia Foster for seven years of dedicated service as a board of trustee member to the Shiloh District Cemetery.

**Executive Summary:**

**Prior Board Actions:**

**Strategic Plan Alignment**

**Fiscal Summary - FY 16-17**

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

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

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**Staffing Impacts**

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

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

--

**Attachments:**

None

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

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County of Sonoma  
State of California

Date: January 24, 2017

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

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



4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,  
Honoring Patricia Foster for Seven Years of Dedicated Service As A Board Of Trustee Member  
for the Shiloh District Cemetery**

**Whereas**, Patricia Foster brought significant insight and governmental experience to the Shiloh District Cemetery Board, and worked tirelessly for seven years; and

**Whereas**, Patricia participated in and led as Board Chairperson significant changes in policy and procedures that enhanced services, streamlined costs; and

**Whereas**, Patricia established long lasting relationships based on mutual respect with district constituents, county personnel, and district employees.

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Supervisors of Sonoma County does hereby congratulate Patricia Foster for seven years of dedicated and exemplary public service as a board of trustee member for the Shiloh District Cemetery and the people of Sonoma County.

**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: 24**  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors of Sonoma County

**Board Agenda Date:** January 24, 2017

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Brian Vaughn, 565-6680; Kim Caldewey, 565-6671

**Supervisorial District(s):**

**Title:** National Children's Dental Health Month

### **Recommended Actions:**

Adopt a resolution proclaiming February 2017 as Children's Dental Health Month in Sonoma County.

### **Executive Summary:**

The Department of Health Services requests that February 2017 be proclaimed Children's Dental Health Month in Sonoma County. Each February, the American Dental Association (ADA) sponsors National Children's Dental Health Month to raise awareness about the importance of dental health.

### **Discussion:**

The Sonoma County Community Health Needs Assessment 2008-2011 identified dental disease as a significant public health issue in Sonoma County. The Sonoma County 2009 School Smile Survey of kindergarten and third grade students subsequently confirmed this finding. Since then, rates of decay have remained relatively unchanged – the Sonoma County 2014 Smile Survey revealed that more than half of the 1,582 Sonoma County kindergarten and third grade students have decay experience and 18 percent have untreated tooth decay, with 4 percent in need of urgent treatment. There are also significant disparities in dental health, with lower-income children and children of Hispanic/Latino background experiencing approximately twice the rate of decay experience and untreated decay as their white, more affluent peers. Poor dental health affects adults as well. Nationally, approximately 25 percent of adults age 60 years and older no longer have any natural teeth.

The Dental Health Program is committed to collecting local data and conducting local research to support the implementation of the five pillars of dental health. The Smile Survey, which collected dental health data on Sonoma County kindergarten and third grade students in 2009 and 2014, will be repeated every five years as part of ongoing surveillance of dental health in Sonoma County. An annual dental survey of all Head Start children was also initiated in 2016.

A summary of the accomplishments of the program for this year include:

- In 2016 the Dental Health Network, funded by a second grant from DentaQuest, expanded to over 60 members representing 30 agencies. Four action teams worked collaboratively to develop the first ever Sonoma County Dental Health Strategic Plan, 2017-2020. The plan was reviewed by the community at the second annual Dental Health Summit in September and released in December. The overarching goal of the four year initiative is 75 percent cavity free five year olds by 2020. Four strategic goals were adopted to improve dental health for all county residents, and to achieve health equity and close disparity gaps. Through the Dental Health Network, primary research in the form of a 600 person telephone survey and eight focus groups was conducted to gain an accurate picture of the attitudes, knowledge, and beliefs of county residents with regard to dental health. The research will inform education, professional training, and policy work for the Network as the action teams implement each of four strategic goals.
- Each year Children's Dental Health Month is celebrated in February with the "Give Kids a Smile" day event which is coordinated by Community Action Partnership with support from many local organizations and businesses. The event provides children with free dental examinations and referrals to treatment at local clinics. For many of the children this event offers their first opportunity for a dental exam. In 2016 Give Kids A Smile served 500 children in ten service sites. In 2016, Supervisor Efren Carrillo presented a gold resolution to St. Joseph Dental Clinic, proclaiming February 2016 as Children's Dental Health Month in Sonoma County. Assemblyman Jim Wood was in attendance, along with a "flight" of tooth fairies.
- The Department's Maternal, Child and Adolescent Health program works with community partners to improve access to dental health care for pregnant women and to promote dental health education to prevent the spread of dental disease to infants. Through this program, Sonoma County has become one of the leaders in California for dental visits for pregnant women. In 2016, the Dental Health Program began a collaborative partnership to provide training on dental health and referrals for the county's school nurses association, program staff, and home visiting collaborative.
- Community Action Partnership, with funding from the Department, completed in its third year of a school-based dental sealant program in selected elementary schools for 2nd, 3rd, and 6th graders. This is a place-based upstream strategy, serving students in low-income schools. In 2016 the School Sealant Program was added to the Tier 2 Upstream Portfolio. Through the program, students are examined and receive fluoride varnish which helps to prevent tooth decay, and are also provided referrals to a dental home. The program has expanded to ten schools, providing services to 2741 children.
- Sonoma County was selected by the state to participate in the Health Resources and Services Administration's Perinatal/Infant Oral Health Quality Improvement Pilot Project (PIOHQI). This four year grant-funded project is coordinated by the California Oral Health Program, and involves all of the Sonoma County Federally Qualified Health Centers; Women, Infants, and Children (WIC) Dental Days; St. Joseph Dental Clinic; and Sonoma County Indian Health Project. The goal is to increase utilization of preventive dental services in pregnant women and children under age one. This first year a Community of Practice was created and technical workshops on quality improvement process and workflow mapping was hosted by Petaluma Health Center.
- The WIC Dental Days Program provides dental assessments, preventive treatments, and referrals at sites in Santa Rosa, Sonoma Valley, Petaluma, Healdsburg, and Guerneville and has served well over 10,000 children. WIC clinical data has been collected since 2010 and is being analyzed by the Dental

Health Program, assisted by the Department’s epidemiologist. This is a unique data set, which will assist the County with planning for low-income families with young children.

**Prior Board Actions:**

Most recently, on February 2, 2016 the Board adopted a resolution proclaiming February 2016 as Children’s Dental Health Month in Sonoma County.

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

Proclaiming February 2017 as Children’s Dental Health Month in Sonoma County helps to bring awareness to the issues surrounding children’s dental health.

**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>0</b>	<b>0</b>	<b>0</b>

**Funding Sources**

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>

**Narrative Explanation of Fiscal Impacts:**

There are no fiscal impacts associated with this item.

**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):**

NA

<b>Attachments:</b>
Resolution
<b>Related Items "On File" with the Clerk of the Board:</b>
None



County of Sonoma  
State of California

Date: January 24, 2017

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

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,  
Proclaiming February 2017 As Children's Dental Health Month In Sonoma County.**

**Whereas,** each February, the American Dental Association (ADA) sponsors National Children's Dental Health Month to raise awareness about the importance of dental health;

**Whereas,** the 2014 Sonoma County Smile Survey found that over 50% of kindergarteners and 3rd graders had dental decay, and that dental disease disproportionately affects Latino children and lower income children, a consequence of social determinants of health;

**Whereas,** a 2016 Sonoma County telephone survey found that 100% of residents say dental health is important for their children yet cost is the most significant barrier to seeking dental care, and the same survey found that 96% of residents support improved access to dental care and more community education on dental health; and

**Whereas,** the Sonoma County Dental Health Network has completed the first Sonoma County Dental Health Strategic Plan to achieve the goal of 75% cavity-free kindergartners by 2020 to help children get a good start on a lifetime of healthy teeth and gums.

**Now, Therefore, Be It Resolved** that the Board of Supervisors, in joining in this national observance to raise awareness about the importance of dental health to a child's ability to learn, grow, play, and thrive, hereby proclaims February 2017 as Children's Dental Health Month in Sonoma County.

**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: 25**  
(This Section for use by Clerk of the Board Only.)

**To:** Sonoma County Board of Supervisors

**Board Agenda Date:** January 24, 2017

**Vote Requirement:** Majority

**Department or Agency Name(s):** Economic Development Board

**Staff Name and Phone Number:**

Ben Stone / 565-7170

**Supervisorial District(s):**

All

**Title:** Gold Resolution recognizing the retirement of Colette Thomas from the Economic Development Board on Jan. 30, 2017.

**Recommended Actions:**

Adopt a Gold Resolution recognizing the retirement of Colette Thomas from the Economic Development Board on Jan. 30, 2017.

**Executive Summary:**

Adopt a Gold Resolution recognizing the retirement of Colette Thomas from the Economic Development Board on Jan. 30, 2017 and honoring her eighteen years of service with Sonoma County.

**Discussion:**

Adopt a Gold Resolution recognizing the retirement of Colette Thomas from the Economic Development Board on Jan. 30, 2017 and honoring her eighteen years of service with Sonoma County.

**Prior Board Actions:**

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

**Fiscal Summary - FY 16-17**

<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:**  
 No fiscal impact.

<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>

**Narrative Explanation of Staffing Impacts (If Required):**  
 None.

**Attachments:**  
 Gold Resolution for Colette Thomas' Retirement

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



County of Sonoma  
State of California

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Date: January 24, 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,  
Commending Colette Thomas for her 18 Years of Service to the  
Economic Development Board**

**Whereas,** Colette joined the Sonoma County Economic Development Board in 1998 as a receptionist, subsequently increasing her responsibilities as the department grew by taking on the roles of secretary, Film Office Coordinator and as Administrative Aide to our Executive Director; and

**Whereas,** Colette has provided consistently excellent customer service to the business community, County department staff; and to members of the public; and

**Whereas,** during her service; she has endeared herself to dozens of EDB interns and staff over the years, providing them with an orientation to our county government and going that extra mile to welcome them to Sonoma County; and

**Whereas,** she has dutifully served our many EDB Board Members over the years and has staffed over 200 meetings with grace and a sunny disposition at those early morning monthly meetings; and

**Whereas,** she has promoted Sonoma County as a great place to visit and make films as our Film Office liaison to industry trade groups, scouts, and talent agents; and

**Whereas,** her official retirement date is January 30, 2017. Colette Thomas will be missed as someone who has made many contributions and improvements to the Economic Development Board. Her achievements during her years of service cannot be measured.

**Now, Therefore, Be It Resolved** that the Board of Supervisors of the County of Sonoma recognizes and honors Colette Thomas for her outstanding service to the people of Sonoma County and wish her every happiness during her well-earned retirement from the Economic Development Board.

Resolution #

Date:

Page 2

**Supervisors:**

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**



## County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number: 26**  
(This Section for use by Clerk of the Board Only.)

**To:** The Board of Supervisors of Sonoma County

**Board Agenda Date:** January 24, 2017

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Diane Kaljian, Assistant Director Human, Services  
Department, 565-5950  
Gary Fontenot, Interim Division Director, Adult  
and Aging Services, 565-5931

**Supervisorial District(s):**

All

**Title:** Elder Justice Coordinator Contract Award

**Recommended Actions:**

Authorize the Director of Human Services Department to sign and execute an agreement with Senior Advocacy Services for \$164,000 to fund an Elder Justice Coordinator for the contract period February 1, 2017 through June 30, 2018.

**Executive Summary:**

In September 2016, the Human Services Department was selected to receive Victims of Crime Act funding up to \$400,000 between July 1, 2016 and June 30, 2018 through the Elder Abuse (XE) Program of the California Governor's Office of Emergency Services. Funding will be used to serve older and dependent adult victims of crime and enhance elder justice resources in Sonoma County. Through a competitive RFP, the Elder Justice Coordinator contract has been awarded to Senior Advocacy Services.

**Discussion:**

The Human Services Department was approved by the California Governor's Office of Emergency Services (Cal OES) to claim Victims of Crime Act (VOCA) funds to address the needs of older and dependent adult abuse victims in Sonoma County. The VOCA funding is for enhanced direct legal and social services. The funding also requires the promotion and building of a multidisciplinary response to elder justice in Sonoma County.

In October 2016, the Human Services Department conducted a competitive procurement process to award the contract for the Elder Justice Coordinator. Two proposals were received. The Proposal Review

Committee, comprised of a representative from the County of Sonoma’s District Attorney’s Office, one representative from the Human Services Department’s Planning, Research, Evaluation and Engagement Division and another from the Department’s Adult and Aging Division, scored Senior Advocacy Service’s *Quality of Program Design* significantly higher than the other proposal. As a result, the committee recommends Senior Advocacy Service’s proposal to the Board for approval. If approved, the contract period will be February 1, 2017 through June 30, 2018 with funding of \$164,000.

No single agency can provide all of the care and service needed to address the growing problem of elder and dependent adult abuse. In the past 10 years, reports of suspected elder abuse have risen by 110% in Sonoma County. Comprehensive and collaborative programs have become the hallmark of best-practice care. The Elder Justice Coordinator, funded by the California Office of Emergency Services (Cal-OES), will strive to strengthen the current fragile and fragmented safety net of community-based services and supports. The Elder Justice Coordinator will be part of comprehensive effort that will build on the work that was previously funded by a grant from the Office of Violence Against Women (OVW) that ended in September 2016.

Specifically, the Elder Justice Coordinator will lead the evaluation, coordination and expansion of the Sonoma County Elder Justice Coalition. A coordinated community response, the Coalition includes the Sonoma County District Attorney, Human Services Department, Public Defender and Sheriff’s Office, as well as Community and Family Services Agency, Kaiser Permanente-Santa Rosa, Legal Aid of Sonoma County, Petaluma Health Center, Petaluma People Services, Petaluma Police Department, Santa Rosa Memorial Hospital, Santa Rosa Police Department, Senior Advocacy Services, Sutter Health-Santa Rosa and Vintage House Senior Center. The Coalition follows a collective impact model. In addition, the Coordinator will evaluate and coordinate three existing Sonoma County Elder and Dependent Adult Multidisciplinary Teams (MDTs) -- Santa Rosa, South County and the Financial Abuse Specialist Team. The Coordinator will meet regularly with MDT community partners, police and fire departments, hospitals and other agencies and businesses, to enhance communication, ensure that meetings are well attended and productive, and be the point of contact for MDT members. The Coordinator will also convene the Elder Justice Coalition and develop and implement an elder justice outreach plan with goals to 1) increase public awareness about elder and dependent abuse and how to prevent it, 2) increase coordination between agencies to better serve victims with a comprehensive approach, and 3) increase prosecution to hold perpetrators accountable.

Legal Aid of Sonoma County and the Council on Aging are partners in this project and will collectively provide direct services to 650 elder abuse victims. Senior Advocacy Services’ Elder Justice Coordinator will bring together elder justice and victim service providers to improve and expand needed services.

The Human Services Department currently has contracts with Legal Aid of Sonoma County and Council on Aging to provide direct services to victims. Council on Aging (COA) provides resources to victims with safety planning and coordination of legal needs, including court appearances. COA also provides long-term case management services and support groups to assist clients in the prevention of further victimization.

**Prior Board Actions:**

November 14, 2014 U.S. Department of Justice, Office on Violence Against Women in Later Life (OVW/ALL) Program

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

Elder and dependent adult abuse is a serious complex problem that is growing along with the number of older adults in Sonoma County. Older and dependent adults who have two or more of the following risk factors are highly susceptible to abuse: individuals with disabilities, low-income seniors, seniors over age 85, and geographically isolated individuals.

**Fiscal Summary**

Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses	48,235	115,765	
Additional Appropriation Requested			
<b>Total Expenditures</b>	<b>48,235</b>	<b>115,765</b>	
<b>Funding Sources</b>			
General Fund/WA GF			
State/Federal	<b>48,235</b>	<b>115,765</b>	
Fees/Other			
Use of Fund Balance			
Contingencies			
<b>Total Sources</b>	<b>48,235</b>	<b>115,765</b>	

**Narrative Explanation of Fiscal Impacts:**

The \$48,235 has been included in the FY16/17 Adopted Budget. No additional appropriations are needed. The remaining \$115,765 for FY17/18 will be budgeted accordingly.

**Staffing Impacts**

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

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

N/A

**Attachments:**

Contract with Senior Advocacy Services for Elder Justice Coordinator Work

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

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**Senior Advocacy Services**  
Agreement to Provide  
**ELDER JUSTICE COORDINATOR SERVICES**

Agreement Number: AA-SAS-EJC-1618

Funding Amount: **\$164,000.00**

Term: **02/01/2017 to 06/30/2018**

Funding Source: Department of Justice Office for Victims of Crime  
CFDA #16.575

**AGREEMENT FOR PROVISION OF SERVICES**

This agreement ("Agreement"), dated as of February 1, 2017 ("Effective Date") is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and Senior Advocacy Services, a California non-profit Corporation designated as a Sub-recipient of federal funds as more thoroughly described in Exhibit E attached hereto, (hereinafter "Contractor").

**RECITALS**

WHEREAS, the County's Human Services Department (HSD) is the recipient of the California Governor's Office of Emergency Services (CalOES) Elder Abuse (XE) Program's Victim of Crime Act (VOCA) grant funds to provide a variety of crime victim assistance for elder and dependent adults; and

WHEREAS, Contractor represents that it is a duly qualified senior service provider experienced in elder justice and related services; and

WHEREAS, in the judgment of the Board of Supervisors and the Human Services Department, it is necessary and desirable to employ the services of Contractor for Elder Justice Coordinator 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. Contract Documents. The following documents, if checked, and the provisions set forth therein are attached hereto and incorporated herein, and shall be dutifully performed according to the terms of this agreement:

- |   |  |  |
|---|--|--|
| <input checked="" type="checkbox"/> <b>Exhibit A:</b><br><b>Scope of Work</b>           | <input checked="" type="checkbox"/> <b>Exhibit B:</b><br><b>Fiscal Provisions/Budget</b> | <input checked="" type="checkbox"/> <b>Exhibit C:</b><br><b>Insurance Requirements</b> |
| <input checked="" type="checkbox"/> <b>Exhibit D:</b><br><b>Assurance of Compliance</b> | <input checked="" type="checkbox"/> <b>Exhibit E:</b><br><b>Federal Requirements</b>     | <input type="checkbox"/> Exhibit F:<br>Professional Licensure /<br>Certification       |
| <input checked="" type="checkbox"/> <b>Exhibit G:</b><br><b>Media Communications</b>    | <input type="checkbox"/> Exhibit H:<br>Accessibility                                     | <input type="checkbox"/> Exhibit I:<br>Data System Requirements                        |
| <input type="checkbox"/> Exhibit J:<br>Adverse Actions /<br>Complaint Procedures        |  |  |

1.2. Contractor's Specified Services. Contractor shall perform the services described in "Exhibit A: Scope of Work" (hereinafter "Exhibit A"), attached hereto and incorporated herein by this reference, and within the times or by the dates provided for in Exhibit A and pursuant to Article 7, Prosecution of Work. In the event of a conflict between the body of this Agreement and Exhibit A, the provisions in the body of this Agreement shall control.

1.3. Cooperation With County. Contractor shall cooperate with County and County staff in the performance of all work hereunder.

1.4. Performance Standard. Contractor shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Contractor's profession. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release. If County determines that any of Contractor's work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Contractor to meet with County to review the quality of the work and resolve matters of concern; (b) require Contractor to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 4; or (d) pursue any and all other remedies at law or in equity.

1.5. Assigned Personnel.

1.5.1. Contractor shall assign only competent personnel to perform work hereunder. In the event that at any time County, in its sole discretion, desires the removal of any person or persons assigned by Contractor to perform work hereunder, Contractor shall remove such person or persons immediately upon receiving written notice from County.

1.5.2. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by County to be key personnel whose services were a material inducement to County to enter into this Agreement, and without whose services County would not have entered into this Agreement. Contractor shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of County.

1.5.3. In the event that any of Contractor's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Contractor's control, Contractor shall be responsible for timely provision of adequately qualified replacements.

2. Payment. For all services and incidental costs required hereunder, Contractor shall be paid on a cost reimbursement basis in accordance with the budget set forth in "Exhibit B: Fiscal Provisions/Budget" (hereinafter "Exhibit B"), attached hereto and incorporated herein by this reference. Contractor shall be paid an amount not to exceed One Hundred Sixty Four Thousand Dollars (\$164,000.00), without the prior written

approval of County. Expenses not expressly authorized by the Agreement shall not be reimbursed.

Unless otherwise noted in this agreement, payments shall be made within the normal course of county business after presentation of an invoice in a form approved by the County for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by the County.

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

2.2. Pursuant to California Revenue and Taxation code (R&TC) Section 18662, the County shall withhold seven percent of the income paid to Contractor for services performed within the State of California under this agreement, for payment and reporting to the California Franchise Tax Board, if Contractor does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

2.2.1. If Contractor does not qualify, County requires that a completed and signed Form 587 be provided by the Contractor in order for payments to be made. If Contractor is qualified, then the County requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, the contractor agrees to promptly notify the County of any changes in the facts. Forms should be sent to the County pursuant to Article 12. To reduce the amount withheld, Contractor has the option to provide County with either a full or partial waiver from the State of California.

### 3. Term of Agreement.

The term of this Agreement shall be from 02/01/2017 to 06/30/2018 unless terminated earlier in accordance with the provisions of Article 4 below.

### 4. Termination.

4.1. Termination Without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, County shall have the right, in its sole discretion, to terminate this Agreement by giving five (5) days written notice to Contractor.

4.2. Termination for Cause. Notwithstanding any other provision of this Agreement, should Contractor fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, County may immediately terminate this Agreement by giving Contractor written notice of such termination, stating the reason for termination.

4.3. Change in Funding. Contractor understands and agrees that County shall have the right to terminate this Agreement immediately upon written notice to Contractor in the event that (1) any state or federal agency or other funder reduces, withholds or terminates funding which the County anticipated using to pay Contractor for services provided under this Agreement or (2) County has exhausted all funds legally available for payments due under this Agreement.

4.4. Delivery of Work Product and Final Payment Upon Termination. In the event of termination, Contractor, within 14 days following the date of termination, shall deliver to County all materials and work product subject to Article 9.18 (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.

4.5. Payment Upon Termination. Upon termination of this Agreement by County, Contractor shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Contractor bear to the total services otherwise required to be performed for such total payment; provided, however, that if services which have been satisfactorily rendered are to be paid on a per-hour or per-day basis, Contractor shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to the termination times the applicable hourly or daily rate; and further provided, however, that if County terminates the Agreement for cause pursuant to Article 4.2, County shall deduct from such amount the amount of damage, if any, sustained by County by virtue of the breach of the Agreement by Contractor.

4.6. Authority to Terminate. The Board of Supervisors has the authority to terminate this Agreement on behalf of the County. In addition, the Purchasing Agent or the Director of the Human Services Department, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County.

5. Indemnification.

Contractor agrees to accept all responsibility for loss or damage to any person or entity, including County, and to indemnify, hold harmless, and release County, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Contractor, that arise out of, pertain to, or relate to Contractor's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Contractor agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to such Contractor's or its agents', employees, contractors, subcontractors, or invitees performance or obligations under this Agreement. Contractor's obligations under this Section apply whether or not there is concurrent negligence on County's part, but to the extent required by law, excluding liability due to County's conduct. County shall have the right to select its legal counsel at Contractor's expense, subject to Contractor's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

6. Insurance.

With respect to performance of work under this Agreement, Contractor shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain, insurance as described in "Exhibit C: Insurance Requirements" (hereinafter "Exhibit C"), which is attached hereto and incorporated herein by this reference.

7. Prosecution of Work.

The execution of this Agreement shall constitute Contractor's authority to proceed immediately with the performance of this Agreement. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Contractor's performance of this Agreement shall be extended by a number of days equal to the number of days Contractor has been delayed.

8. Extra or Changed Work.

Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Minor changes, which do not increase the amount paid under the Agreement, and which do not significantly change the scope of work or significantly lengthen time schedules may be executed by the Department Head in a form approved by County Counsel. The Board of Supervisors/Purchasing Agent must authorize all other extra or changed work. The parties expressly recognize that, pursuant to Sonoma County Code Section 1-11, County personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Contractor to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Contractor shall be entitled to no compensation whatsoever for the performance of such work. Contractor further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the County.

9. Representations of Contractor.

9.1. Standard of Care. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release.

9.2. Status of Contractor. The parties intend that Contractor, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Contractor is not to be considered an agent or employee of County and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits County provides its employees. In the event County exercises its right to terminate this Agreement pursuant to Article 4, above, Contractor expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

9.3. Subcontractors. No performance of this Agreement or any portion thereof, may be assigned or subcontracted without the express written consent of the County. Any attempt by the Contractor to assign or subcontract any performance of this Agreement without the express written consent of the County shall be invalid and shall constitute a breach of this Agreement.

9.3.1. In the event the Contractor is allowed to subcontract, the County shall look to the Contractor for results of its subcontracts. The Contractor agrees to be responsible for all the subcontractor's acts and omissions to the same extent as if the subcontractors were employees of the Contractor. No subcontracts shall alter in any way any legal responsibility of the Contractor to the County. Whenever the Contractor is authorized to subcontract or assign, the terms of this Agreement shall prevail over those of any such subcontract or assignment.

9.4. No Suspension or Debarment. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration. If the Contractor becomes debarred, Contractor has the obligation to inform the County.

9.5. Taxes. Contractor agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Contractor agrees to indemnify and hold County harmless from any liability which it may incur to the United States or to the State of California as a consequence of Contractor's failure to pay, when due, all such taxes and obligations. In case County is audited for compliance regarding any withholding or other applicable taxes, Contractor agrees to furnish County with proof of payment of taxes on these earnings.

9.6. Records Maintenance. Contractor shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to County for inspection at any reasonable time. Contractor shall maintain such records for a period of four (4) years following completion of work hereunder.

9.6.1. Contractor shall, during normal business hours and as often as any agent of the county, state, or federal government may deem necessary, make available for examination and/or duplication all of its records with respect to all matters covered by this Agreement. Contractor acknowledges that the above-named entities shall have the right to observe, monitor, evaluate, audit, examine, and investigate all activities of Contractor and its subcontractors associated with this Agreement.

9.6.2. In compliance with 29 CFR 95.53 and 45 CFR 74.53: Retention and Access Requirements for Records, Contractor shall retain all records pertinent to this Agreement, including financial, statistical, property, and participant records and supporting documentation for a period of four (4) years from the date of final payment of this Agreement. If, at the end of four years, there is ongoing litigation or an outstanding audit involving those records, Contractor shall retain the records until resolution of the litigation or audit.

9.7. Monitoring, Assessment & Evaluation. Authorized state, federal and/or county representatives shall have the right to monitor, assess, and evaluate Contractor's performance pursuant to this Agreement. Said monitoring, assessment, and evaluation may include, but is not limited to, audits, inspections of project premises, inspection of food preparation sites as appropriate, interviews of project staff and

participants, and review of all records. Contractor shall cooperate with County in the monitoring, assessment, and evaluation process, which includes making any program or administrative staff (fiscal, etc.) available during any scheduled process.

9.8. Conflict of Interest. Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by County, Contractor shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with County disclosing Contractor's or such other person's financial interests.

9.9. Statutory Compliance/Living Wage Ordinance. Contractor agrees to comply with all applicable federal, state and local laws, regulations, statutes and policies – including but not limited to the County of Sonoma Living Wage Ordinance-- applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, Contractor expressly acknowledges and agrees that this Agreement may be subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

9.10. Nondiscrimination. Without limiting any other provision hereunder, Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment practices and in delivery of services 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.

9.10.1. Contractor understands and agrees that administrative methods and/or procedures which have the effect of subjecting individuals to discrimination or otherwise defeating the objectives of the applicable and aforementioned laws will be prohibited.

9.10.2. Contractor shall provide County with a copy of their Equal Employment Opportunity and Affirmative Action policies upon request and shall sign and submit to County an Assurance of Compliance, attached hereto as "Exhibit D: Assurance of Compliance" (hereinafter "Exhibit D"), and incorporated by this reference, in order to certify that contractor is in compliance with the State and Federal laws related to equal employment opportunity and delivery of services.

9.10.3. Contractor and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

9.10.4. Any and all subcontracts to perform work under this Agreement shall include the nondiscrimination and compliance provisions of this article and

subcontractors shall agree to, sign and submit to Contractor a copy of the Assurance of Compliance, Exhibit D. Contractor shall maintain copies of these Assurances and submit copies to County upon County's request.

9.11. AIDS Discrimination. Contractor agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

9.12. Confidentiality. Contractor agrees to comply with the provisions of Section 10850 of the Welfare and Institutions Code and Division 19 of the Department of Social Services Manual on Policy and Procedures, to assure that: All applications and records concerning any individual made or kept by any public officer or agency in connection with the administration of any provision of the Welfare and Institutions Code relating to any form of public social services for which grants-in-aid are received by that state from the federal government will be CONFIDENTIAL, and will not be open to examination for any purpose not directly connected with the administration of such public social services.

9.12.1. Contractor shall protect from unauthorized disclosure names and other identifying Contract information concerning persons receiving services pursuant to this Contract, except for statistical information not identifying any client. The Contractor shall not use such information for any purpose not directly connected with the administration of the services provided herein. The Contractor shall promptly transmit to the County all requests for disclosure of such information not emanating from the client. The Contractor shall not disclose, except as otherwise specifically permitted by this Contract or authorized by the client, any such information to anyone other than the County without prior written authorization from the County. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or photograph.

9.12.2. No person will publish, disclose or use or permit or cause to be published, disclosed or used any confidential information pertaining to an applicant or recipient.

9.12.3. Contractor agrees to inform all employees, agents and partners of the provisions and that any person knowingly and intentionally violating the provisions of this paragraph may be guilty of a misdemeanor.

9.12.4. Contractor understands and agrees that this provision shall survive any termination or expiration of this Agreement.

9.13. Electronic Confidentiality. In addition to any other provisions of this agreement, all parties to this agreement shall be responsible for ensuring that electronic media containing confidential and sensitive client data is protected from unauthorized access.

9.13.1. Contractor shall ensure that all computer workstations, laptops, tablets, smart-phones and other devices used to store and transmit confidential client data and information are: 1) physically located in areas not freely accessible to or in open view of persons not authorized to have access to confidential data and information, 2) protected by unique secure passwords, and 3) configured to



automatically lock or timeout after no more than 30 minutes of inactivity. Contractor shall ensure that users of such computing devices log off or lock their device before leaving it unattended or when done with a session.

9.13.2. Contractor shall encrypt all confidential client data, whether for storage or transmission on portable and non-portable computing and storage devices using non-proprietary, secure, generally-available encryption software. Proprietary encryption algorithms will not be acceptable. Such devices shall include, but not be limited to, desktop, laptop or notebook computers, optical or magnetic drives, flash or jump drives, and wireless devices such as cellular phones and other handheld computing devices with data storage capability.

9.13.3. Contractor shall ensure all electronic transmission of confidential client data sent outside a secure private network or secure electronic device via email, either in the body of the email or in an attachment, or sent by other file transfer methods is sent via an encrypted method.

9.13.4. In accordance with Article 9.6 above, Contractor shall destroy or wipe all confidential client data from all electronic storage media and devices in a manner that prevents recovery of any and all confidential client data.

9.13.5. All information security requirements stated herein shall be enforced and implemented immediately upon execution of this agreement, and continue beyond the term of the Agreement.

9.14. Political and Sectarian Activities. Contractor warrants as follows: (a) it shall comply with requirements that no program under this Agreement shall involve political or lobbying activities; (b) it shall not employ or assign participants in the program to any sectarian facility, except as provided by federal and state law or regulation; (c) it shall not use funds made available under this Agreement for political or lobbying activities.

9.15. Drug-Free Workplace. Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by complying with all requirements set forth in the Act.

9.16. Facilities. Contractor warrants that all of the Contractor's facilities: (a) will be adequately supervised, (b) will be maintained in a safe and sanitary condition, (c) will be available for monitoring by County and/or state and federal monitors, (d) are accessible to handicapped individuals if appropriate, and (e) are nonsectarian.

9.17. Assignment of Rights. Contractor assigns to County all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Contractor in connection with this Agreement. Contractor agrees to take such actions as are necessary to protect the rights assigned to County in this Agreement, and to refrain from taking any action which would impair those rights. Contractor's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as County may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of County. Contractor shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of County.

9.18. Ownership and Disclosure of Work Product. All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, consultants, and other agents in connection with this Agreement shall be the property of County. County shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Contractor shall promptly deliver to County all such documents, which have not already been provided to County in such form or format, as County deems appropriate. Such documents shall be and will remain the property of County without restriction or limitation. Contractor may retain copies of the above- described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of County.

9.19. Authority. The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of Contractor.

10. Demand for Assurance.

Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article limits County's right to terminate this Agreement pursuant to Article 4.

11. Assignment and Delegation.

Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

12. Method and Place of Giving Notice and Making Payments.

All notices and payments shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service. Notices and payments shall be addressed as follows:

TO COUNTY:	County of Sonoma, Human Services Department 3600 Westwind Boulevard Santa Rosa, CA 95403
TO CONTRACTOR:	Senior Advocacy Services 1304 Southpoint Blvd., Suite 280 Petaluma, CA 94954

When a notice or payment is given by a generally recognized overnight courier service, the notice or payment shall be deemed received on the next business day. When a copy of a notice or payment is sent by facsimile or email, the notice or payment shall be deemed received upon transmission as long as (1) the original copy of the notice 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 and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

13. Miscellaneous Provisions.

13.1. No Waiver of Breach. The waiver by County of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

13.2. Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Contractor and County acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Contractor and County acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

13.3. Consent. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

13.4. No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

13.5. Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or the forum nearest to the city of Santa Rosa, in the County of Sonoma.

13.6. Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

13.7. Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of

Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

13.8. Survival of Terms. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

13.9. Counterparts and Electronic Copies. The parties agree that, where applicable, this Agreement may be executed in counterparts, together which when executed by the requisite parties shall be deemed to be a complete original agreement. In the event that any handwritten signature is delivered by facsimile transmission ("Fax") or by electronic mail ("email") delivery of a portable document format ("pdf") data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such Fax or pdf signature page were an original thereof. An electronic copy, including Fax copy, email, or scanned copy of the executed Agreement or counterpart, shall be deemed, and shall have the same legal force and effect as, an original document.

13.10. 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.

CONTRACTOR:

Senior Advocacy Services

By: *Crista Chelemedos*

Name: Crista Chelemedos

Title: Executive Director

Date: 12/15/16

COUNTY OF SONOMA:

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

Name: Karen Fies

Title: Director  
Human Services Department

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

APPROVED AS TO SUBSTANCE FOR COUNTY

By: *Diane Kaljian*

Name: Diane Kaljian

Title: <sup>Assistant</sup> Director,  
~~Adult & Aging Division~~  
*Human Services Department*

EXEMPT FROM COUNTY COUNSEL REVIEW

APPROVED AS TO FORM FOR COUNTY:

By: *Elizabeth A. Hunt*  
County Counsel

CERTIFICATES OF INSURANCE ON FILE WITH COUNTY

INSURANCE REQUIREMENT CHANGES APPROVED BY RISK MANAGEMENT

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

## **Exhibit A: Scope of Work**

### **1. Program Overview**

Contractor will provide a full-time Elder Justice Coordinator. The Coordinator will play an active role in the evaluation, coordination and expansion of the Sonoma County Elder Justice Coalition as well as the existing Sonoma County Elder and Dependent Adult Multidisciplinary Teams (MDTs) that respond to elder and dependent adult abuse cases. The Coordinator will meet regularly with MDT community partners and other providers to enhance communication within the group to ensure that meetings are well-attended and productive, and provide a point of contact for multidisciplinary team members. The Coordinator will work with community agencies to develop agreements, revise protocols for services, including investigation, prosecution, case management and other services, to elder and dependent adult victims.

### **2. Services to be Provided**

Contractor, and its Elder Justice Coordinator, will perform the following services:

- 2.1. Convene all Multidisciplinary Team (MDT) meetings and establish working relationships with Adult Protective Services (APS) managers, supervisors, APS Community Liaison, and other MDT partners.
- 2.2. Finalize Memoranda of Understanding (MOUs) with all MDT partner agencies.
- 2.3. Complete two evaluations to meet community needs.
- 2.4. Chair the re-established Elder Justice Coalition and conduct a Strategic Planning Process to create an Elder Justice Plan for Sonoma County.
- 2.5. Convene the Elder Justice Coalition once each quarter (or a minimum of six times) during the grant period.
- 2.6. Expand and maintain the Elder Justice Coalition website.
- 2.7. Develop and implement an elder abuse awareness outreach plan, in partnership with the Elder Protection Workgroup, the Financial Abuse Specialist Team (FAST) and other community organizations.
- 2.8. Develop an Elder Justice Training Institute in partnership with law enforcement, Ombudsman, APS, and the District Attorney's office.
- 2.9. Conduct and lead an Elder Justice Summit/Conference in Sonoma County during the grant period,
- 2.10. Provide ongoing staff support to the Elder Justice Coalition and MDTs; prepare documents for review and action by committees; prepare written reports and provide follow-up activities resulting from committee action.
- 2.11. Consult with administrative and agency staff, state and federal representatives, and community groups to discuss findings, plans, regulations, policies, program development, implementation problems, workload, and quality control issues.
- 2.12. Act as liaison with local agencies and the public in exchanging information and explaining the project; coordinate program changes with other affected

agencies, serve on committees and task forces with local agencies and organizations.

- 2.13. Research existing and potentially new sources of funding; prepare and/or assist agencies in preparation of grant applications and proposals to funding sources.

### 3. Reporting

- 3.1. Report regularly to the Human Services Department Adult & Aging Services Section Manager or designee to provide project information regarding deliverables.
- 3.2. Provide timely, complete, accurate, and verifiable progress reports on a regular basis for the three Sonoma County Elder and Dependent Adult Multidisciplinary Team (MDTs) that include: Santa Rosa MDT, South County MDT, and the Financial Abuse Specialist Team (FAST).
- 3.3. Provide monthly progress reports to the Human Services Department Adult & Aging Services Division Director.
- 3.4. Collect and report data for required Office for Victims of Crime (OVC) and Cal Office of Emergency Services (OES) progress reports, under the direction of Adult & Aging Services Section Manager.
- 3.5. Provide a timely, complete, accurate and verifiable final report at the conclusion of the contract term to the Human Services Department on how work has achieved the desired outcomes.

## **Exhibit B: Fiscal Provisions/Budget**

1. Fiscal Responsibilities. In consideration of the obligations described herein, the Contractor shall be reimbursed under the terms of this Agreement. The Contractor shall be reimbursed for actual costs, in accordance with the agreed upon budget included herein by reference. The amount of reimbursement shall in no case exceed the funding amount as set forth in Article 2 of this Agreement.

1.1. Claiming and Documentation. Contractor shall receive reimbursement for its actual costs by submitting a monthly expenditure report with a Sonoma County Claim for reimbursement. All costs reported by Contractor shall be supported by appropriate accounting documentation. The documentation shall establish that County is charged a fair and equitable portion of any indirect or shared costs attributable to services performed under this Agreement.

1.2. No Supplantation. Contractor must not claim reimbursement under this Agreement for expenditures reimbursed or financed by any other federal, state or local government source. No supplantation of program financing by Contractor is contemplated or allowed.

1.3. Indirect Cost Rate. Contractor is responsible for providing an approved Indirect Cost Rate in accordance with the Federal Office of Management and Budget, Title 2 CFR Part 200, Subpart E, and in Appendix IV to Part 200 for the Agreement year, when claiming indirect and/or administrative costs under this Agreement.

1.3.1. Contractor must submit an Indirect Cost Rate Proposal to County prior to execution of this Agreement unless Contractor has a current negotiated rate letter with another agency. In such case, Contractor must provide a copy of the negotiated rate letter within the above timeframe.

1.3.2. Indirect and/or administrative costs intended to be claimed under this Agreement will not be reimbursed without the provision of Contractor's cost allocation plan for the Agreement year.

1.3.3. If Contractor does not have an approved indirect cost rate, Contractor must use a de minimis rate of 10% based on the Modified Total Direct Costs (MTDC) as defined in 2 CFR 200.68.

1.4. Financial Records. Contractor understands and accepts its obligation to establish and maintain financial records of all program expenditures.

1.4.1. Contractor shall make available for inspection and audit to representatives of county, federal, and/or state governments all books, financial records, program information, and other records pertaining to the overall operation of Contractor and this Agreement, and shall allow said representatives to review and inspect its facilities and program operation of this Agreement to assure compliance with all applicable local, state, and/or federal regulations. Contractor shall maintain the accounting records in conformity with generally accepted accounting principles and as directed by the Sonoma County Auditor-Controller.

1.4.2. If it should be determined during the term of this Agreement by the Sonoma County Human Services Department, County Administrator, Auditor-Controller, and/or Board of Supervisors that funds are not being utilized by Contractor in accordance with this Agreement, an audit may be ordered of Contractor's books,



financial records, and program records. The cost of this audit shall be deducted from the total paid to Contractor through this Agreement.

1.4.3. Contractor shall maintain and preserve all records in its possession until they are released following audit by state and/or federal representatives.

1.4.4. In the event that Contractor terminates its business activities, all records related to this Agreement shall be promptly delivered to County by Contractor. Contractor shall be liable for any and all attorneys' fees incurred by County in recovering records pursuant to this section.

1.5. Procurement. No procurement is authorized which is not specifically identified and approved herein. For purposes of this Agreement, procurement shall mean purchase, lease or rental.

1.6. Funding Contingency. Notwithstanding anything contained in the Agreement to the contrary, Contractor acknowledges that any payments to be made to it as provided herein shall be expressly contingent upon the receipt of sufficient funds by County.

2. Budget Adjustments. The Purchasing Agent is authorized to approve and execute Amendment(s) to the contract for line item adjustments to the Budget that is set forth below in Section 6.

3. Audits. Contractor must have a fiscal monitoring biannually. The type of monitoring will depend upon the funding level of Contractor. In addition, contractors who receive multiple Federal Awards which taken together total over Seven Hundred Fifty Thousand Dollars (\$750,000) are required to have a single audit in accordance with the Federal Office of Management and Budget, 2 CFR Part 200, Subpart F. A copy of this audit must be forwarded to the Area Agency on Aging by the auditor as soon as it is complete.

- a. The contractor shall ensure that State-Funded expenditures are displayed discretely along with the related federal expenditures in the single audit report's "Schedule of Expenditures of Federal Awards" under the appropriate Catalog of Federal Domestic Assistance (CFDA) number.
- b. For state contracts that do not have CFDA numbers, the Contractor shall ensure that the State-funded expenditures are discretely identified in the Schedule of Expenditures of Federal Awards (SEFA) by the appropriate program name, identifying grant/contract number, and as passed through the AAA.

4. Repayment. Contractor is responsible for the repayment of all audit exceptions and disallowances taken by County, state, or federal agencies related to activities conducted by Contractor under this Agreement.

5. Payment. All or part of this Agreement will be paid with Federal awards. As a pass-through entity, the County is required to provide certain information regarding Federal award(s) to Contractor as a sub recipient. In signing this Agreement, Contractor acknowledges receipt of the following information regarding Federal award(s) that will be used to pay this Agreement:

Program Title: Crime Victim Assistance  
CFDA Number: 16.575  
Federal Agency: Department of Justice Office for Victims of Crime

6. Budget. As compensation for services as defined in Exhibit A of this Agreement, funding shall be allocated according to the following:

<b>Description</b>	<b>Cost</b>
Elder Justice Coordinator Salary & Benefits	\$109,970.00
Fixed One-Time Costs	\$5,000.00
Administrative Costs	\$49,030.00
<b>Total Budget</b>	<b>\$164,000.00</b>

## Exhibit C: Insurance Requirements

With respect to performance of work under this Agreement, Contractor shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

County reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

### 1. Workers Compensation and Employers Liability Insurance

- a. Required if Contractor has employees as defined by the Labor Code of the State of California.
- b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. *Required Evidence of Insurance*: Certificate of Insurance.

If Contractor currently has no employees as defined by the Labor Code of the State of California, Contractor agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.

### 2. General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Contractor maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Contractor.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County. Contractor is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving the County.
- d. **The County of Sonoma, its Officers, Agents and Employees** shall be endorsed as additional insureds for liability arising out of operations by or on behalf of the Contractor in the performance of this Agreement.

- e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- f. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in ISO form CG 00 01, or equivalent).
- g. The policy shall cover inter-insured suits between the additional insureds and Contractor and include a "separation of insureds" or "severability" clause which treats each insured separately.
- h. Required Evidence of Insurance:
  - i. Copy of the additional insured endorsement or policy language granting additional insured status; and
  - ii. Certificate of Insurance.

### **3. Automobile Liability Insurance**

- a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limits may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance.
- b. Insurance shall cover all owned autos. If Contractor currently owns no autos, Contractor agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
- c. Insurance shall cover hired and non-owned autos.
- d. Required Evidence of Insurance: Certificate of Insurance.

### **4. Professional Liability/Errors and Omissions Insurance**

- a. Minimum Limits: \$1,000,000 per claim or per occurrence; \$1,000,000 annual aggregate.
- b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County.
- c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
- d. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- e. Required Evidence of Insurance: Certificate of Insurance.

### **5. Standards for Insurance Companies**

Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

### **6. Documentation**

- a. All required Evidence of Insurance shall be submitted prior to the execution of

this Agreement. Contractor agrees to maintain current Evidence of Insurance on file with County for the entire term of this Agreement and any additional periods if specified in Sections 1 – 4 above.

- b. The name and address for Additional Insured endorsements and Certificates of Insurance is:

**The County of Sonoma, its Officers, Agents and Employees  
3600 Westwind Blvd.  
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. Contractor shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- e. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

## **7. Policy Obligations**

Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

## **8. Material Breach**

If Contractor fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. County, at its sole option, may terminate this Agreement and obtain damages from Contractor resulting from said breach. Alternatively, County may purchase the required insurance, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.

**Exhibit D: Assurance of Compliance**

**ASSURANCE OF COMPLIANCE WITH  
THE SONOMA COUNTY HUMAN SERVICES DEPARTMENT  
NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS**

**Senior Advocacy Services**

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food Stamp Act of 1977 as amended, and in particular Section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code, Section 51 et seq., as amended; California Government Code Section 11135-11139.5, as amended; California Government Code Section 12940 (c), (h) (1), (i), and (j); California Government Code, Section 4450; Title 22, California Code of Regulations 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act; Section 1808 of the Removal of Barriers to Inter Ethnic Adoption Act of 1996 (California Government Code Section 7290-7299.8); Sonoma County Ordinance 4291, and other applicable federal, state and local laws, as well as their implementing regulations (including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Parts 35 & 42), by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, including AIDS and/or HIV, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

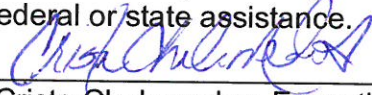
THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE CONTRACTOR HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the contractor agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code Section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the contractor directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

Date

12/15/16

  
Crista Chelemedos, Executive Director

### **Exhibit E: Additional Federal Requirements**

County has determined that for the services provided under this Agreement, Contractor has been designated as Sub-recipient of Federal funds and as such, shall adhere to the following additional requirements.

1. Environmental Standards. Contractor shall comply with mandatory state standards and policies related to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy Conservation Act, PL 94-163.  
  
If Contractor receives more than \$100,000 under this Agreement, Contractor shall comply with all applicable federal standards, orders, or requirements issued under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act and Federal Water Pollution Control Act, Environmental Protection Agency Regulations [40 CRF, Part 15 and Executive Order 11738], and Public Contract Code Section 10295.3.
2. Union Organizing. Funds provided under this Agreement shall not be used to assist, promote, or deter union organizing.
3. Conflict of Interest. Contractor shall disclose to County in writing any potential conflict to County per 2 CFR 200.112 and 200.318(c).
4. Grievances and Complaint System. Contractor will establish and maintain a grievance and complaint procedure in compliance with Uniform Guidance 2 CFR Part 200, and all applicable Federal regulations and State statues, regulations and policies.
5. Lobby Certification. If Contractor receives more than \$100,000 under this Agreement, Contractor shall comply with regulations regarding Lobbying by signing Exhibit E-1, Certification Regarding Lobbying.
6. Debarment Certification. Contractor shall comply with the regulations implementing Executive Order 12549, Debarment and Suspension, Uniform Guidance 2 CFR Part 200, Appendix I by signing Exhibit E-2, Certification Regarding Debarment.
7. Drug Free Workplace. Contractor shall comply with the government-wide requirements for a drug-free workplace codified at 29 CFR Part 98 and as certified by Contractor in Exhibit E-3.
8. As a pass-through entity, the County is required to provide certain information regarding Federal award(s) to Contractor as a Sub-recipient. County will provide required information regarding the Federal Award upon receipt of funding documents from the funding source.




**Exhibit E-1: Lobbying Certification**  
**CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements which exceed \$100,000) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

  
\_\_\_\_\_  
Crista Chelemedos, Executive Director

  
\_\_\_\_\_  
Date

Organization: Senior Advocacy Services

Program: Elder Justice Coordinator Services



**Exhibit E-2: CERTIFICATION REGARDING DEBARMENT,  
SUSPENSION, and OTHER RESPONSIBILITY MATTERS**

By signing this certification, Contractor certifies under penalty of perjury under state and federal laws that Contractor will comply with the regulations implementing Executive Order 12549, Debarment and Suspension, Uniform Guidance 2 CFR Part 200, Appendix I that the primary principal, to the best of their knowledge and belief, that it and its principals:

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsifications or destruction of records, making false statements, or receiving stolen property;
- c) Are not presently indicted for, or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with, commission of any of the offenses enumerated in paragraph (b) of this certification, and
- d) Have not within a three year period preceding this application/ proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the primary principal is unable to certify to any of the statements in this certification, such principal shall attach an explanation.

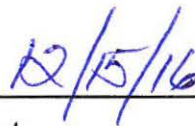


Crista Chelemedos, Executive Director

Organization: Senior Advocacy Services

Program: Elder Justice Coordinator Services

Registration (Contract) No.: AA-SAS-EJC-1618



Date

**Exhibit E-3: Certification Regarding Drug Free Workplace**

**CERTIFICATION**

The undersigned hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug free workplace. The undersigned will:

1. 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, as required by Government Code Section 8355(a).
2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
  - a) The dangers of drug abuse in the workplace;
  - b) The person's or organization's policy of maintaining a drug-free workplace;
  - c) An available counseling, rehabilitation and employee assistance programs;
  - d) Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code Section 8355(c) that every employee who works on the proposed contract.
  - a) Will receive a copy of the drug free policy statement, and
  - b) Will agree to abide by the terms of the statement as a condition of employment on the contract.

I hereby swear that I am duly authorized legally to bind this organization to the above described certification. I am fully aware that this certification is made under penalty of perjury under the laws of the State of California.



---

Crista Chelemedos, Executive Director

Organization: Senior Advocacy Services

Program: Elder Justice Coordinator Services

**Exhibit G: Media Communications**

If Contractor provides media communications to the public, including but not limited to flyers, press releases, web or social media posts, public service announcements, or interviews, about any program activities or projects funded under this Agreement, Contractor shall give credit to County as the program's funding source. County reserves the right to review and approve media communications, prior to release. In providing any media coverage referenced above, Contractor shall comply with all confidentiality requirements in Article 9.12.

# Elder Justice Coordinator Contract Award

January 24, 2017

Presented by

Karen Fies  
Director

Diane Kaljian,  
Assistant Director

Human Services Department (HSD)



# Elder Abuse is a Complex Issue

- **Growing senior population:**
  - 125,000 Now 60 yrs. + (25% of Population)
  - 28% by 2025
- **Over last 5 years:**
  - Increased Efforts
  - Increased Awareness
  - Increased Reports of Abuse
    - Up 70% and Growing





# Progress through Collaborative Efforts

- DA's Office led Office of Violence Against Women Grant:
  - Trained 50% + Law Enforcement
  - Enhanced Victim Services with:
    - Dedicated Elder Law Attorney (Legal Aid)
    - Care Coordinator (Council on Aging)



# Progress through Collaborative Efforts

- HSD Community Liaison to Coordinate Collaboration
- Two Multidisciplinary Teams (SRO and Petaluma)
- New Financial Abuse Specialist Team



# More Coordinated Work is Needed

- **HSD: Victims of Crime Act Funding through California Office of Emergency Services (Cal-OES)**
  - Sonoma County – One of 13 Sites in CA
  - Allows for:
    - Continued & Increased Elder Law Attorney & Care Coordinator
    - Addition of Elder Justice Coordinator



**Human Services Department**  
COUNTY OF SONOMA



# Goals: Elder Justice Coordinator

- Utilize a Collective Impact Model:
  - *Vision: Addressing Elder Abuse is a Community Responsibility*
- Increase Public Awareness
  - Elder Abuse Awareness Month – June 2017
  - Elder Justice Speakers Group
  - Elder Justice Publicity Committee
- Sustain Training of Law Enforcement and Other Providers
- Form Elder Justice Coalition to Address Gaps in Services



# Improving Victim Services through Collaboration



*"Empower, Support, Protect"*

**Human Services Department**  
COUNTY OF SONOMA

# Board Request: Elder Justice Coordinator Contract Award

Authorize the Director of Human Services Department to sign and execute an agreement with Senior Advocacy Services for \$164,000 to fund an Elder Justice Coordinator for the contract period February 1, 2017 through June 30, 2018.





## County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number: 27**  
(This Section for use by Clerk of the Board Only.)

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

**Board Agenda Date:** January 24, 2017

**Vote Requirement:** 4/5

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

**Staff Name and Phone Number:**

Kevin Campbell 547-1921

**Supervisorial District(s):**

Fifth

**Title:** Russian River-Cotati Intertie Pipeline Seismic Hazard Mitigation at Mark West Creek Crossing Project – Hearing of Necessity

### **Recommended Actions:**

1. Conduct a public hearing and determine that the acquisition of real property for the Russian River-Cotati Intertie Pipeline Seismic Hazard Mitigation at the Mark West Creek Crossing Project (Project) is necessary for public purposes that the Sonoma County Water Agency (Water Agency) serves.
2. Authorize acquisition of real property rights as required for the Project, encumbering real property situated in the County of Sonoma, California identified as follows: Silverado Sonoma Vineyards LLC, Assessor's Parcel Number 083-010-057; and Dermot and Darice Bourke, Assessor's Parcel Number 083-020-061, for public purposes for construction of the Projects.
3. Authorize and direct County Counsel and the Water Agency's General Manager to take all necessary steps to obtain said real property rights in connection with the construction, maintenance, and continued operation of the Projects, including such steps which may be required to acquire the real property interests necessary for the Project through the exercise of eminent domain.
4. Authorize the General Manager to execute Agreements, in lieu of litigation with the approval of County Counsel, as settlement for Purchase and Sale of Property Rights, and to accept grant and quitclaim deeds, with property owners for the Russian River-Cotati Intertie Pipeline Seismic Hazard Mitigation at Mark West Creek Crossing Project in substantially the form provided to the Board, provided that said settlement for all properties does not exceed \$163,500.
5. Authorize the Sonoma County Auditor and Treasurer to issue and honor warrants for payment of acquisition prices under the agreements, in amounts no greater than the just compensation amounts set forth in this agenda item.

### **Executive Summary:**

This item would authorize the actions necessary to acquire property rights from Silverado-Sonoma Vineyards, LLC, a California limited liability company (Silverado Sonoma) and from Dermot and Darice Bourke (Bourke) needed for the Water Agency (Water Agency) to replace the existing pipeline under the

Russian River and Mark West Creek with a new pipeline the will greatly increase the water systems reliability from a major seismic event.

Water Agency staff requests that the Board authorize the General Manager to execute an Agreement for Purchase and Sale of Property Rights and to accept a grant deed and a quitclaim deed with Silverado Sonoma, and a grant deed and temporary construction easement agreement with Bourke, for the Russian River-Cotati Interie Pipeline Seismic Hazard Mitigation at the Mark West Creek Crossing Project (Project) in substantially the form provided to the Board.

The property to be acquired is subject to a Williamson Act Land Conservation contract with the State of California Department of Conservation. In order to complete the project, this contract will need to be voided. Acquiring the property rights needed for this project under threat of eminent domain will void the contract. Thus, although the Water Agency has been able to reach agreement with a property owner, this item will allow the Water Agency to proceed with acquiring the property rights needed for the Project under eminent domain. This process will not affect the compensation received by the property owner.

**Discussion:**

The Water Agency owns, operates, and maintains a 48-inch diameter steel water supply pipeline (referred to as the Russian River-Cotati Intertie) that connects the southern and eastern aqueduct transmission lines and crosses Mark West Creek in Sonoma County. The Russian River-Cotati Intertie provides essential water service to approximately 600,000 residents and businesses within the Water Agency's service area in portions of Sonoma and Marin counties. The Russian River-Cotati Intertie conveys water from wells near the Russian River to customers in the Water Agency's service area. Constructed in 1975 through open-cut trenching methods, the pipeline is buried at a relatively shallow depth (approximately 7 feet below ground surface) across the Russian River channel and streambanks, including Mark West Creek and crosses seismically unstable terrain. Due to the relatively high probability of a major earthquake in the San Francisco Bay Area in the next 25 years, it was determined that the Russian River-Cotati Intertie is vulnerable to potential ground deformation, liquefaction and lateral spread of soil around the pipeline. Any damage to the pipeline would result in limiting water supplies for residents and businesses in the Water Agency service area.

In 2002, the United States Geological Survey Working Group on California Earthquake Probabilities determined the probability of a major earthquake in the San Francisco Bay Area in the next 25 years is 62 percent, with a 27 percent chance that one will occur on the Rodger's Creek Fault. The Rodger's Creek fault is the nearest active fault to the Water Agency's Russian River-Cotati Intertie Pipeline (approximately 9 miles east of the pipeline). To identify and reduce potential adverse effects of an earthquake in their service area, the Water Agency prepared a Local Hazard Mitigation Plan (Mitigation Plan), approved by the Federal Emergency Management Agency (FEMA) on January 23, 2008 and an update was approved on December 11, 2012. The Mitigation Plan's purpose is to identify credible natural hazards that could impact the system based on a comprehensive multi-hazard reliability assessment of the Water Agency's facilities. The Project implements measures to reduce the potential impacts of hazards identified in the Mitigation Plan, namely vulnerability to potential ground deformation, liquefaction, and lateral spread of the soil surrounding the pipeline. The Mitigation Plan recognizes that pipeline failure from an earthquake

would isolate the Mirabel collector wells from the Russian River-Cotati Intertie Pipeline. As a result, water supplies would be limited for residents and businesses in the Water Agency's service area.

The Project will abandon and replace a portion of the existing underground Russian River-Cotati Intertie Pipeline to the north and south of where it crosses Mark West Creek near Forestville. The Project would largely eliminate the pipeline's exposure to earthquake-triggered permanent ground displacement in the area by lowering elevated portions of the pipeline below the high-hazard zone to an elevation that is expected to have negligible ground displacement. Lowering elevated portions of the pipeline below the high-hazard zone was one of several mitigation actions identified in the Mitigation Plan that could be implemented to reduce the risk of damage or failure of the water transmission system as a result of potential vulnerabilities from a major seismic event.

The Water Agency requested hazard mitigation funding from FEMA to conduct seismic upgrades on the pipeline at the Mark West Creek crossing. To comply with federal funding requirements, a National Environmental Policy Act document will be prepared by FEMA. In order to comply and fulfill California Environmental Quality Act (CEQA) compliance requirements, the Water Agency has prepared an Initial Study and Mitigated Negative Declaration.

CALIFORNIA LAND CONSERVATION ACT OF 1965 (WILLIAMSON ACT) COMPLIANCE:

A portion of the proposed Project is located within an agricultural preserve. Per section 51292 of the Government Code (the Williamson Act), no public agency shall locate a public improvement within an agricultural preserve unless the location is not based primarily on a consideration of the lower cost of acquiring land in an agricultural preserve, and if the land is agricultural land covered under a contract for any public improvement, that there is no other land within or outside the preserve on which it is reasonably feasible to locate the public improvement. This Project complies with the Williamson Act because the property to be acquired and all surrounding property to the existing pipeline consists of improved vineyard property which carries a higher cost than other properties. In addition, the location of the Project was determined by the need to construct the new pipeline adjacent to the existing pipeline to replace a portion of the pipeline at risk of failure in a seismic event. The portion to be replaced is an approximately 1,000 linear foot section of an approximately 15 mile long pipeline. Relocating the pipeline outside of the agricultural preserve would be infeasible due to the properties adjoining the Project also being subject to an agricultural preserve. Relocating the Project outside of the agricultural preserve is not reasonably feasible.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) COMPLIANCE:

On May 24, 2016, the Board adopted a Resolution making certain findings, approved the Initial Study and Mitigated Negative Declaration for the Project, adopted the Mitigation Monitoring Plan for the Project, approved the Project, and authorized the filing of a Notice of Determination in accordance with the CEQA.

ACQUISITION OF PROPERTY RIGHTS REQUIRED FOR THE PROJECT:

On May 24, 2016, the Board authorized the General Manager to acquire the fee property and temporary construction easements required for construction of the Project. Construction of the Project required obtaining fee property and other rights (temporary construction easements) for temporary staging, lay-down and work areas needed for implementation of the Project from Silverado Sonoma and Bourke. Water Agency staff prepared an appraisal report for valuation of the necessary property rights. The total

appraised value of the property rights was \$24,000 for the Bourke property and \$78,000 for the Silverado Sonoma property. Water Agency staff prepared a grant deed, Temporary Construction Easement, and purchase contract needed for acquisition of the required property rights. On May 25, 2016, Water Agency staff made Silverado Sonoma an offer to purchase the needed property rights in accordance with Government Code Section 7267.2(a). On May 24, 2016, Water Agency staff made Bourke an offer to purchase the needed property rights in accordance with Government Code Section 7267.2(a).

Silverado Sonoma and Bourke have been notified of their rights, under the California Code of Civil Procedure, to have the Water Agency pay for an independent appraisal of the value of the rights sought by the Water Agency. To date, staff has not received a request for the Water Agency to pay for an independent appraisal.

During negotiations with Silverado Sonoma, they informed us that, in their professional opinion, the Water Agency's acquisition would result in the remaining portion of Silverado Sonoma's property, located between the Water Agency's existing improvements and the Russian River and Mark West Creek, becoming uneconomic to farm. Silverado Sonoma requested that the Water Agency purchase the remaining uneconomic portion of their parcel. The Water Agency agreed the acquisition as originally contemplated would leave Silverado Sonoma with an uneconomic remnant, and thereafter reappraised the property with the additional area. The total reappraised value of the Silverado Sonoma property rights was \$131,000; however, during negotiations, Silverado Sonoma stated that they would sell the property to the Water Agency for \$139,500. As Silverado Sonoma is also willing to execute a quitclaim deed to relinquish property rights that they may use over the Water Agency's existing aqueduct property, Water Agency staff recommends that the Board authorize purchase of the Silverado Sonoma property for \$139,500.

As previously stated, construction of the Project requires real property rights from the following owners:

Silverado Sonoma Vineyards LLC, a California limited liability company. Approximately 3.6-acres of fee property from Assessor's Parcel Number 083-010-057. Just compensation for this acquisition is \$131,000. This property is subject to a deed of trust with the Prudential Insurance Company of America, a New Jersey corporation.

Dermot and Darice Bourke, husband and wife as community property. An approximately 15 foot wide strip of fee property, 386 feet long containing 6,572 square feet (0.151 acres) and an approximately 364 foot long, 13 foot wide temporary construction easement containing 4,798 square feet (0.110 acres) from Assessor's Parcel Number 083-020-061. Just compensation for this acquisition is \$24,000. This property is subject to a deed of trust with Terry L. Candrian, as Trustee of the Terry L. Candrian 2003 Trust.

The item was budgeted for the Water Transmission Common Facilities Fund for Fiscal Year 2016/2017.

#### Hearing and Resolution of Necessity

Although the Water Agency has reached agreement with Silverado Sonoma and Bourke for purchase of the needed property rights, the Silverado Sonoma property is subject to a Land Conservation contract, commonly known as a Williamson Act contract, restricting the property to agricultural uses. In addition, both the Silverado Sonoma property and the Bourke property are encumbered with Deeds of Trust. The

public interest and necessity require the proposed Project because the Project is necessary to preserve and protect the existing pipeline system from seismic hazards. Accordingly, it is necessary to obtain the property through the process of eminent domain in order to void the Land Conservation contract and protect the property owners from any issues of the Water Agency's acquisitions effect on their Deed of Trust. Adoption of the Resolution of Necessity enables Water Agency staff and County Counsel to proceed with the condemnation process to acquire the necessary property rights to construct the Project. If the Resolution of Necessity is adopted, Water Agency staff will continue to negotiate with the property owners. If those negotiations are unsuccessful, the matter would be referred to County Counsel for applicable legal action.

In order to acquire the property by eminent domain, the Board must now hold a hearing and adopt a Resolution of Necessity, which includes making the following findings:

1. A description of the property location and the use for which the property is to be taken.
2. A finding that an offer has been made to the owners of record in accordance with law.
3. A finding that public interest and necessity require the Project.
4. A finding that the Project is planned in a manner which is most compatible with the greatest public good and least private injury.
5. A finding that the Project has complied with section 51292 of the Government Code regarding the cost of the land and location of the proposed improvements within an agricultural preserve.
6. A finding that the property is required for the Project.

**Prior Board Actions:**

05/24/2016: Adopt a Resolution making certain findings and approving Initial Study and Mitigated Negative Declaration for the Project and authorize General Manager to acquire property rights needed for Project.

10/21/2014: Authorize the General Manager to accept a California Pre-Disaster Mitigation grant for the Isolation Valve Replacement Project and authorize the General Manager to accept additional Hazard Mitigation Grant Program funds for the Santa Rosa, Aqueduct Project.

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

This item supports the County goal of Safe, Healthy and Caring Community by helping to improve the reliability of a safe and clean water supply.

Water Agency Water Supply Goals and Strategies, Goal 1: Work with water contractors to retain and improve the reliability of the water supply production and distribution systems, including during short-term emergencies, such as earthquakes, and during long-term challenges caused by extended droughts and global climate change.



<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	163,500		
Additional Appropriation Requested			
<b>Total Expenditures</b>	<b>163,500</b>		
<b>Funding Sources</b>			
General Fund/WA GF			
State/Federal			
Fees/Other	163,500		
Use of Fund Balance			
Contingencies			
<b>Total Sources</b>	<b>163,500</b>		
<b>Narrative Explanation of Fiscal Impacts:</b>			
This item was budgeted in the Fiscal Year 2016/2017 Water Transmission Common Facilities Fund.			
<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>			
Resolution			
<b>Related Items “On File” with the Clerk of the Board:</b>			

pa\\S:\Agenda\ROW\2017\01-24-2017 WA Hearing of Necessity Mark West  
Creek\_summ.docm

ROW/Russian River Cotati-Intertie Pipeline Seismic Hazard Mitigation  
Project at Russian River Crossing/File ID 5516 and ROW/Russian River  
Cotati-Intertie Pipeline Seismic Hazard Mitigation Project at Mark West  
Creek Crossing/File ID 5650

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Date: January 24, 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, A Body Corporate And Politic, Determining That Acquisition Of Real Property For The Sonoma County Water Agency Russian River-Cotati Intertie Pipeline Seismic Hazard Mitigation At Mark West Creek Crossing Project (Project) Is Necessary For Public Purposes That The Sonoma County Water Agency Serves; Authorizing Acquisition Of Real Property Rights As Required For The Project, Encumbering Real Property Situated In The County Of Sonoma, California Identified As Follows: Silverado Sonoma Vineyards, L.L.C., a California limited liability company, Assessor's Parcel Number 083-010-057, Dermot and Darice Bourke, husband and wife as Community Property, Assessor's Parcel Number 083-020-061, For Public Purposes For Construction Of The Project; Authorizing And Directing County Counsel And The General Manager To Take All Necessary Steps To Obtain Said Real Property Rights In Connection With The Construction, Maintenance, And Continued Operation Of The Project, Including Such Steps Which May Be Required To Acquire The Real Property Interests Required For The Project Through The Exercise Of Eminent Domain If Necessary (4/5 Vote Required). (Fifth District)**

**Whereas,** the Sonoma County Water Agency (Water Agency) intends to construct the Project and, in connection therewith, acquire interests in certain real property; and

**Whereas,** the Project is for a public use that is a function of the Water Agency; and

**Whereas,** Water Agency is authorized to acquire the parcel(s) described in Attachment A herein and to exercise the power of eminent domain for the public use set forth herein in accordance with the California Constitution and the California Eminent Domain Law, Code of Civil Procedure section 1230.010 et seq. and pursuant to Stats. 1949, Chapter 994, section 3(f), as amended (West's Ann. Water Code Appendix 53-3(f)); and

**Whereas,** on December 23, 2016, there was mailed to the address appearing on said Equalized Tax Roll a Notice of Hearing of the Intent of the Board of Directors of the Water Agency to Adopt a Resolution of Necessity for acquisition by eminent domain of the real property described in Attachment A. The Notice of Hearing advised of the right to be heard on the matters referred to therein on the date, and at the time and place stated therein; and

Resolution #

Date:

Page 2

**Whereas**, the hearing set out in said Notice of Hearing was held on January 24, 2017, at the time and place stated therein, and all interested parties were given an opportunity to be heard, and the hearing was closed; and

**Whereas**, the Water Agency prepared an Initial Study and Mitigated Negative Declaration for the Project which concluded that the Project would not have an adverse impact on the environment; and

**Whereas**, the Water Agency has prepared and filed a Notice of Determination in accordance with the California Environmental Quality Act (CEQA), the State CEQA Guidelines, and the Water Agency's procedures for implementation of CEQA.

**Now, Therefore, Be It Resolved** based on the evidence presented at the hearing, the Board finds, determines, declares, and resolves as follows:

1. The foregoing recitals are true and correct.
2. The public interest and necessity require the proposed Project.
3. The proposed Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury.
4. The proposed Project has complied with section 51292 of the Government Code regarding the cost of the land and location of the proposed improvements within an agricultural preserve.
5. The properties described herein in Attachment A is necessary for the proposed Project.
6. The acquisition, construction, and completion by the Water Agency of the Project and the use of the properties described in this resolution are a public use authorized by law.
7. The offers required by section 7267.2 of the Government Code, together with the accompanying statement of, and summary of, the basis for the amount established as just compensation was made to the owner or owners of record, which offer and accompanying statement/summary were in the form and contained all of the factual disclosures required by Government Code section 7267.2.
8. All conditions and statutory requirements necessary to exercise the power of eminent domain ("the right to take") to acquire the property described herein have been complied with by the Water Agency.
9. The Water Agency has fully complied with all provisions of the California Environmental Quality Act for the Project.
10. County Counsel and the General Manager are hereby authorized and directed:
  - a. To acquire in the name of the Water Agency, by condemnation, the property described in Attachment A, attached hereto and incorporated by this reference, in accordance with the California Constitution and the California Eminent Domain Law, Code of Civil Procedure, Section 1230.010 et seq., and pursuant to Stats. 1949, Chapter 994, section 3(f), as amended (West's Ann. Water Code Appendix §53-3(f)).

Resolution #

Date:

Page 3

- b. To acquire the property (fee property and a temporary construction easement) as described in Attachment A herein.
  - c. To prepare, or have prepared, and to prosecute, or retain counsel to prosecute, in the name of the Water Agency such proceedings in the property court as are necessary for such acquisitions.
  - d. To deposit the probable amount of compensation, based upon an appraisal, and to apply to said court for an order permitting the Water Agency to take immediate possession and use of said property for public uses and purposes.
  - e. To employ at rates of compensation standard in this area such appraisers, engineers, and other expert witnesses as deemed necessary to the preparation for trial, and to take all other actions necessary and appropriate to acquire the property.
  - f. Should the General Manager of the Water Agency determine that construction of the Project necessitates the taking of possession of the property described in Attachment A prior to final determination of the suit or suits authorized, to make application to the court for an order authorizing Water Agency to take immediate possession of and to use the property sought to be condemned; and that the Water Agency deposit probable just compensation with said court in such manner as the law may direct out of proper funds held by or provided to Water Agency.
11. Should funds necessary for any of the foregoing be payable from money on hand with the Treasurer of Sonoma County, the Auditor and Treasurer of Sonoma County are hereby authorized to issue and honor warrants for payments as necessary.

**Supervisors:**

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**

## ATTACHMENT "A"

Real property situated in an unincorporated area of the County of Sonoma, State of California being more particularly described as follows:

That portion of the real property described in that certain Grant Deed recorded August 16, 2007 as Document 2007-091160, Official Records of Sonoma County, California which lies southwesterly of the southwesterly boundary of the real property described in that certain Grant Deed recorded February 1, 1976 in Book 3047, beginning at page 433, Official Records of Sonoma County, California.

**EXHIBIT A**  
Legal Description

**Parcel 7546-3**  
Russian River - Cotati Intertie Seismic Hazard Mitigation Project

Real property situated in an unincorporated area of the Sonoma County, California, described as follows: Portions of the real property described in that certain Grant Deed recorded May 6, 1997 as Document 1997-0041598, Official Records of Sonoma County, and being more particularly described as follows:

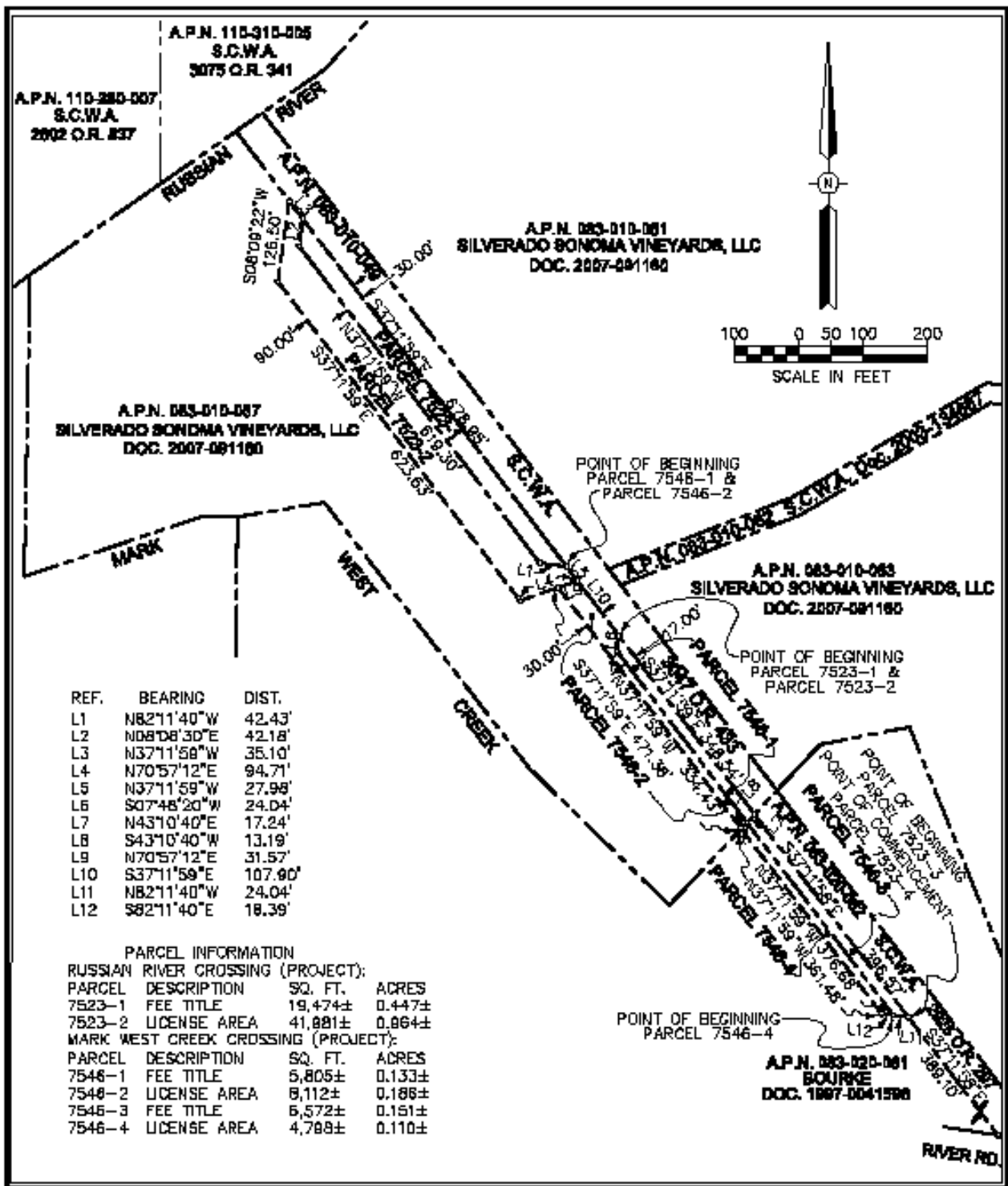
Beginning at a point on the southwestern boundary of the real property granted to the Sonoma County Water Agency by that certain Grant Deed recorded January 10, 1975 in Book 2925 of Official Records, beginning at page 297, Official Records of Sonoma County (2925 O.R. 297), from which the southwestern-most corner thereof bears, South 37°11'59" East 389.10 feet; thence from said Point of Beginning, departing from said southwestern boundary, North 82°11'40" West 24.04 feet (L11) to a point on a line that is parallel with, and 17.00 feet distant, measure at right angles, southwesterly of said southwestern boundary; thence along said parallel line, North 37°11'59" West 376.68 feet to the center of Mark West Creek, which for the purposes of this legal description is based upon, but not dependent upon that which is described in said Grant Deed (2925 O.R. 297); thence along said center of Mark West Creek which for the purposes of this legal description is based upon, but not dependent upon that which is described in said Grant Deed (2925 O.R. 297), North 43°10'40" East 17.24 feet (L7) to the said southwestern boundary; thence along said southwestern boundary, South 37°11'59" East 396.57 feet to the Point of Beginning, encompassing an area of 6,572 square feet (0.151 acres), more or less.

This legal description and its accompanying plat were prepared by me, or under my direction in May 2016.



*John R. Monaghan*  
John Monaghan, PLS 6122  
License Expires 03/31/2018

5.9.16  
Date



REF.	BEARING	DIST.
L1	N82°11'40"W	42.43'
L2	N08°08'30"E	42.18'
L3	N37°11'58"W	35.10'
L4	N70°57'12"E	94.71'
L5	N37°11'59"W	27.99'
L6	S07°46'20"W	24.04'
L7	N43°10'40"E	17.24'
L8	S43°10'40"W	13.19'
L9	N70°57'12"E	31.57'
L10	S37°11'59"E	107.90'
L11	N82°11'40"W	24.04'
L12	S82°11'40"E	18.39'

**PARCEL INFORMATION**

**RUSSIAN RIVER CROSSING (PROJECT):**

PARCEL DESCRIPTION	SQ. FT.	ACRES
7523-1 FEE TITLE	19,474±	0.447±
7523-2 LICENSE AREA	41,081±	0.964±

**MARK WEST CREEK CROSSING (PROJECT):**

PARCEL DESCRIPTION	SQ. FT.	ACRES
7546-1 FEE TITLE	5,805±	0.133±
7546-2 LICENSE AREA	8,112±	0.186±
7546-3 FEE TITLE	5,572±	0.151±
7546-4 LICENSE AREA	4,788±	0.110±



REVISIONS	REV. DATE	BY

PLAT TO ACCOMPANY LEGAL DESCRIPTION

**EXHIBIT A-1**

**EASEMENT AND LICENSE AREAS**

RUSSIAN RIVER - COTATI INTERTIE  
SEISMIC HAZARD MITIGATION PROJECTS

PROJECT/TASK:	7523A1
DATE :	D2-10-16
DRAWN BY:	JM
CHECKED BY:	
SHEET NO. 1	OF 1

**EXHIBIT A**  
Legal Description

**Parcel 7546-4**  
Russian River - Cotati Intertie Seismic Hazard Mitigation Project

Real property situated in an unincorporated area of the Sonoma County, California, described as follows: Portions of the real property described in that certain Grant Deed recorded May 6, 1997 as Document 1997-0041598, Official Records of Sonoma County, and being more particularly described as follows:

Commencing for reference at a point on the southwestern boundary of the real property granted to the Sonoma County Water Agency by that certain Grant Deed recorded January 10, 1975 in Book 2925 of Official Records, beginning at page 297, Official Records of Sonoma County (2925 O.R. 297), from which the southwestern-most corner thereof bears, South 37°11'59" East 389.10 feet; thence from said Point of Commencement, departing from said southwestern boundary, North 82°11'40" West 24.04 feet (L11) to a point on a line that is parallel with, and 17.00 feet distant, measure at right angles, southwesterly of said southwestern boundary being the True Point of Beginning; thence from said True Point of Beginning, along said parallel line, North 37°11'59" West 376.68 feet to the center of Mark West Creek, which for the purposes of this legal description is based upon, but not dependent upon that which is described in said Grant Deed (2925 O.R. 297); thence, departing from said parallel line, along said center of Mark West Creek which for the purposes of this legal description is based upon, but not dependent upon that which is described in said Grant Deed (2925 O.R. 297), South 43°10'40" West 13.19 feet (L8) to a point on a line that is parallel with, and 30.00 feet distant, measured at right angles, southwesterly of said southwestern boundary; thence departing from said center of Mark West Creek, along said parallel line South 37°11'59" East 361.48 feet; thence departing from said parallel line, South 82°11'40" 18.39 feet to the True Point of Beginning, encompassing an area of 4,798 square feet (0.110 acres) , more or less.

This legal description and its accompanying plat were prepared by me, or under my direction in May 2016.



*John P. Monaghan*  
\_\_\_\_\_  
John Monaghan, PLS 6122  
License Expires 03/31/2018

5.9.18  
\_\_\_\_\_  
Date







## County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number: 28**  
(This Section for use by Clerk of the Board Only.)

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

**Board Agenda Date:** January 24, 2017

**Vote Requirement:** 4/5

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

**Staff Name and Phone Number:**

Kevin Campbell 547-1921

**Supervisorial District(s):**

Fifth

**Title:** Russian River-Cotati Intertie Pipeline Seismic Hazard Mitigation at Russian River Crossing Project – Hearing of Necessity

### **Recommended Actions:**

1. Conduct a public hearing and determine that the acquisition of real property for the Russian River-Cotati Intertie Pipeline Seismic Hazard Mitigation at the Russian River Crossing Project (Project) is necessary for public purposes that the Sonoma County Water Agency (Water Agency) serves.
2. Authorize acquisition of real property rights as required for the Project, encumbering real property situated in the County of Sonoma, California identified as follows: Silverado-Sonoma Vineyards LLC, Assessor's Parcel Number 083-010-057 for public purposes for construction of the Project.
3. Authorize and direct County Counsel and the Water Agency's General Manager to take all necessary steps to obtain said real property rights in connection with the construction, maintenance, and continued operation of the Project, including such steps which may be required to acquire the real property interests necessary for the Project through the exercise of eminent domain.
4. Authorize the General Manager to execute Agreements, in lieu of litigation with the approval of County Counsel, as settlement for Purchase and Sale of Property Rights and to accept grant and quitclaim deeds with property owners for the Project in substantially the form provided to the Board, provided that said settlement for all properties does not exceed \$160,500.
5. Authorize the Sonoma County Auditor and Treasurer to issue and honor warrants for payment of acquisition prices under the agreements, in amounts no greater than the just compensation amounts set forth in this agenda item.

### **Executive Summary:**

This item would authorize the actions necessary to acquire property rights from Silverado-Sonoma Vineyards, LLC, a California limited liability company (Silverado Sonoma) needed for the Water Agency (Water Agency) to replace the existing pipeline under the Russian River and Mark West Creek with a new pipeline the will greatly increase the water systems reliability from a major seismic event.

Water Agency staff requests that the Board of Directors (Board) authorize the General Manager to execute an Agreement for Purchase and Sale of Property Rights and to accept a grant deed and a quitclaim deed with Silverado-Sonoma Vineyards LLC (Silverado Sonoma) for the Projects in substantially the form provided to the Board.

The property to be acquired is subject to a Williamson Act Land Conservation contract with the State of California Department of Conservation. In order to complete the project, this contract will need to be voided. Acquiring the property rights needed for this project under threat of eminent domain will void the contract. Thus, although the Water Agency has been able to reach agreement with a property owner, this item will allow the Water Agency to proceed with acquiring the property rights needed for the Project under eminent domain. This process will not affect the compensation received by the property owner.

**Discussion:**

The Water Agency owns, operates, and maintains a 48-inch diameter steel water supply pipeline (referred to as the Russian River-Cotati Intertie) that connects the southern and eastern aqueduct transmission lines and crosses the Russian River in Sonoma County. The Russian River-Cotati Intertie provides essential water service to approximately 600,000 residents and businesses within the Water Agency's service area in portions of Sonoma and Marin counties. The Russian River-Cotati Intertie conveys water from wells near the Russian River to customers in the Water Agency's service area. Constructed in 1975 through open-cut trenching methods, the pipeline is buried at a relatively shallow depth (approximately 7 feet below ground surface) across the Russian River channel and streambanks, and crosses seismically unstable terrain. Due to the relatively high probability of a major earthquake in the San Francisco Bay Area in the next 25 years, it was determined that the Russian River-Cotati Intertie is vulnerable to potential ground deformation, liquefaction and lateral spread of soil around the pipeline. Any damage to the pipelines would result in limiting water supplies for residents and businesses in the Water Agency service area.

In 2002, the United States Geological Survey Working Group on California Earthquake Probabilities determined the probability of a major earthquake in the San Francisco Bay Area in the next 25 years is 62 percent, with a 27 percent chance that one will occur on the Rodger's Creek Fault. The Rodger's Creek fault is the nearest active fault to the Water Agency's Russian River-Cotati Intertie Pipeline (approximately 9 miles east of the pipeline (California Department of Conservation 2008). To identify and reduce potential adverse effects of an earthquake in their service area, the Water Agency prepared a Local Hazard Mitigation Plan (Mitigation Plan), approved by the Federal Emergency Management Agency (FEMA) on January 23, 2008. The Mitigation Plan identifies the Russian River-Cotati Intertie at the Russian River crossing as vulnerable to potential ground deformation, liquefaction, and lateral spread of the soil surrounding the pipeline. The Mitigation Plan states that pipeline failure from an earthquake would isolate the Mirabel collector wells from the Russian River-Cotati Intertie Pipeline. As a result, water supplies would be limited for residents and businesses in the Water Agency's service area.

The Mitigation Plan identified the Russian River-Cotati Intertie Pipeline Crossing at the Russian River Project (Project) as one of several mitigation projects that could be implemented to reduce the risk of damage to or failure of the water transmission system as a result of potential vulnerabilities from a major seismic event. The Project will replace a portion of the Russian River-Cotati Intertie Pipeline where it crosses the Russian River near Forestville. The Project would largely eliminate the pipeline's exposure to earthquake-triggered permanent ground displacement in the area by lowering elevated portions of the

pipeline below the high-hazard zone to an elevation that is expected to have negligible ground displacement.

The Project would consist of the following components: (1) abandon and replace sections of the existing underground pipeline on the north and south sides of the Russian River; (2) abandon and replace an underground pipe connection to one of the Mirabel collector wells (referred to as Collector #5); and (3) install supporting components, including one meter vault, approximately three cathodic protection stations and/or corrosion test stations, air valves, and appurtenances.

The Water Agency requested hazard mitigation funding from FEMA to conduct seismic upgrades on the pipeline at the Russian River crossing. To comply with federal funding requirements, a National Environmental Policy Act document will be prepared by FEMA. In order to comply and fulfill California Environmental Quality Act compliance requirements, the Water Agency has prepared an Initial Study/Mitigation Negative Declaration.

CALIFORNIA LAND CONSERVATION ACT OF 1965 (WILLIAMSON ACT) COMPLIANCE:

A portion of the proposed Project is located within an agricultural preserve. Per section 51292 of the Government Code (the Williamson Act), no public agency shall locate a public improvement within an agricultural preserve unless the location is not based primarily on a consideration of the lower cost of acquiring land in an agricultural preserve, and if the land is agricultural land covered under a contract for any public improvement, that there is no other land within or outside the preserve on which it is reasonably feasible to locate the public improvement. This Project complies with the Williamson Act because the property to be acquired and all surrounding property to the existing pipeline consists of improved vineyard property which carries a higher cost than other properties. In addition, the location of the Project was determined by the need to construct the new pipeline adjacent to the existing pipeline to replace a portion of the pipeline at risk of failure in a seismic event. The portion to be replaced is an approximately 1,000 linear foot section of an approximately 15 mile long pipeline. Relocating the pipeline outside of the agricultural preserve would be infeasible due to the properties adjoining the Project also being subject to an agricultural preserve. Relocating the Project outside of the agricultural preserve is not reasonably feasible.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) COMPLIANCE:

On May 10, 2016, the Board adopted a Resolution making certain findings, approved the Initial Study and Mitigation Negative Declaration for the Project, adopted the Mitigation Monitoring Plan for the Project, approved the Project, and authorized the filing of a Notice of Determination in accordance with CEQA.

ACQUISITION OF PROPERTY RIGHTS REQUIRED FOR THE PROJECT:

On May 10, 2016, the Board authorized the General Manager to acquire the fee property and temporary construction easements required for construction of the Project. Construction of the Project requires obtaining fee property and other rights (temporary construction easements) for temporary staging, lay-down and work areas needed for implementation of the Project from Silverado Sonoma. Water Agency staff prepared an appraisal report for valuation of the necessary property rights. The total appraised value of the property rights was \$103,000. Water Agency staff prepared a grant deed, temporary construction easement, and purchase contract needed for acquisition of the required property rights. On May 26, 2016,

Water Agency staff made Silverado Sonoma an offer to purchase the needed property rights in accordance with Government Code Section 7267.2(a).

Silverado Sonoma has been notified of their rights, under the California Code of Civil Procedure, to have the Water Agency pay for an independent appraisal of the value of the rights sought by the Water Agency. To date, staff has not received a request for the Water Agency to pay for an independent appraisal.

During negotiations, Silverado Sonoma informed the Water Agency that, in their professional opinion, the acquisition would result in the remaining portion of Silverado Sonoma's property (about .1 acres), located between the Water Agency's existing improvements and the Russian River and Mark West Creek, becoming uneconomic to farm. Silverado Sonoma requested that the Water Agency purchase the remaining uneconomic portion of their parcel. The Water Agency agreed the acquisition as originally contemplated would leave Silverado Sonoma with an uneconomic remnant, and thereafter reappraised the property with the additional area. The total reappraised value of the property rights was \$152,000; however, during negotiations, Silverado Sonoma stated that they would sell the property to the Water Agency for \$160,500. As Silverado Sonoma is also willing to execute a quitclaim deed to relinquish property rights that they may use over the Water Agency's existing aqueduct property, Water Agency staff recommends that the Board authorize purchase of the Silverado Sonoma property for \$160,500.

As previously stated, construction of the Project requires real property rights from Silverado Sonoma Vineyards LLC, a California limited liability company. The following property rights, approximately 6.1-acres of fee property from Assessor's Parcel Number 083-010-057, are needed to construct the Project. Just compensation for this acquisition is \$152,000. This property is subject to a deed of trust with the Prudential Insurance Company of America, a New Jersey corporation.

The item was budgeted for the Water Transmission Common Facilities Fund for Fiscal Year 2016/2017.

#### Hearing and Resolution of Necessity

Although the Water Agency has reached agreement with Silverado Sonoma for purchase of the needed property rights, the property is subject to a Land Conservation Contract, commonly known as a Williamson Act contract, restricting the property to agricultural uses. The public interest and necessity require the proposed Project because the Project is necessary to preserve and protect the existing pipeline system from seismic hazards. Accordingly, it is necessary to obtain the property through the process of eminent domain in order to void the Land Conservation Contract. Adoption of the Resolution of Necessity enables Water Agency staff and County Counsel to proceed with the condemnation process to acquire the necessary property rights to construct the Project. If the Resolution of Necessity is adopted, Water Agency staff will continue to negotiate with the owners. If those negotiations are unsuccessful, the matter would be referred to County Counsel for applicable legal action.

In order to acquire the property by eminent domain, the Board must now hold a hearing and adopt a Resolution of Necessity, which includes making the following findings:

1. A description of the property location and the use for which the property is to be taken.
2. A finding that an offer has been made to the owners of record in accordance with law.
3. A finding that public interest and necessity require the Project.

4. A finding that the Project is planned in a manner which is most compatible with the greatest public good and least private injury.
5. A finding that the Project has complied with section 51292 of the Government Code regarding the cost of the land and location of the proposed improvements within an agricultural preserve.
6. A finding that the property is required for the Project.

**Prior Board Actions:**

05/24/2016: Adopt a Resolution making certain findings and approving Initial Study and Mitigated Negative Declaration for the Project and authorize General Manager to acquire property rights needed for Project.

10/21/2014: Authorize the General Manager to accept a California Pre-Disaster Mitigation grant for the Isolation Valve Replacement Project and authorize the General Manager to accept additional Hazard Mitigation Grant Program funds for the Santa Rosa, Aqueduct Project.

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

This item insures a safe and healthy community by mitigating some risk to the water transmission system due to a seismic event.

Water Agency Water Supply Goals and Strategies, Goal 1: Work with water contractors to retain and improve the reliability of the water supply production and distribution systems, including during short-term emergencies, such as earthquakes, and during long-term challenges caused by extended droughts and global climate change.

<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	160,500		
Additional Appropriation Requested			
<b>Total Expenditures</b>	<b>160,500</b>		
<b>Funding Sources</b>			
General Fund/WA GF			
State/Federal			
Fees/Other	160,500		
Use of Fund Balance			
Contingencies			
<b>Total Sources</b>	<b>160,500</b>		
<b>Narrative Explanation of Fiscal Impacts:</b>			
This item was budgeted in the Fiscal Year 2016/2017 Water Transmission Common Facilities Fund.			
<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>			
Resolution			
<b>Related Items "On File" with the Clerk of the Board:</b>			

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Date: January 24, 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, A Body Corporate And Politic, Determining That Acquisition Of Real Property For The Sonoma County Water Agency Russian River-Cotati Intertie Pipeline Seismic Hazard Mitigation At Russian River Project (Project) Is Necessary For Public Purposes That The Sonoma County Water Agency Serves; Authorizing Acquisition Of Real Property Rights As Required For The Project, Encumbering Real Property Situated In The County Of Sonoma, California Identified As Follows: Silverado Sonoma Vineyards, L.L.C., a California limited liability company, Assessor's Parcel Number 083-010-057, For Public Purposes For Construction Of The Project, Authorizing And Directing County Counsel And The General Manager To Take All Necessary Steps To Obtain Said Real Property Rights In Connection With The Construction, Maintenance, And Continued Operation Of The Project, Including Such Steps Which May Be Required To Acquire The Real Property Interests Required For The Project Through The Exercise Of Eminent Domain If Necessary (4/5 Vote Required). (Fifth District)**

**Whereas**, the Sonoma County Water Agency (Water Agency) intends to construct the Project and, in connection therewith, acquire interests in certain real property; and

**Whereas**, the Project is for a public use that is a function of the Water Agency; and

**Whereas**, Water Agency is authorized to acquire the parcel(s) described in Attachment A herein and to exercise the power of eminent domain for the public use set forth herein in accordance with the California Constitution and the California Eminent Domain Law, Code of Civil Procedure section 1230.010 et seq. and pursuant to Stats. 1949, Chapter 994, section 3(f), as amended (West's Ann. Water Code Appendix 53.3(f)); and

**Whereas**, on December 23, 2016, there was mailed to the address appearing on said Equalized Tax Roll a Notice of Hearing of the Intent of the Board of Directors of the Sonoma County Water Agency to Adopt a Resolution of Necessity for acquisition by eminent domain of the real property described in Attachment A. The Notice of Hearing advised of the right to be heard on the matters referred to therein on the date, and at the time and place stated therein; and

**Whereas**, the hearing set out in said Notice of Hearing was held on January 24, 2017, at



Resolution #

Date:

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time and place stated therein, and all interested parties were given an opportunity to be heard, and the hearing was closed; and

**Whereas**, the Water Agency has prepared an Initial Study and Mitigated Negative Declaration for the Project which concludes that the Project would not have an adverse impact on the environment; and

**Whereas**, the Water Agency has prepared and filed a Notice of Determination in accordance with the California Environmental Quality Act, the state California Environmental Quality Act Guidelines, and the Water Agency's procedures for implementation of California Environmental Quality Act.

**Now, Therefore, Be It Resolved** based on the evidence presented at the hearing, the Board finds, determines, declares, and resolves as follows:

1. The foregoing recitals are true and correct.
2. The public interest and necessity require the proposed Project.
3. The proposed Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury.
4. The proposed Project has complied with section 51292 of the Government Code regarding the cost of the land and location of the proposed improvements within an agricultural preserve.
5. The property described herein in Attachment A is necessary for the proposed Project.
6. The acquisition, construction, and completion by the Water Agency of the Project and the use of the properties described in this resolution are a public use authorized by law.
7. The offer required by section 7267.2 of the Government Code, together with the accompanying statement of, and summary of, the basis for the amount established as just compensation was made to the owner or owners of record, which offer and accompanying statement/summary were in the form and contained all of the factual disclosures required by Government Code section 7267.2.
8. All conditions and statutory requirements necessary to exercise the power of eminent domain ("the right to take") to acquire the property described herein have been complied with by the Water Agency.
9. The Water Agency has fully complied with all provisions of the California Environmental Quality Act for the Project.
10. County Counsel and the General Manager are hereby authorized and directed:
  - a. To acquire in the name of the Water Agency, by condemnation, the property described in Attachment A, attached hereto and incorporated by this reference, in accordance with the California Constitution and the California Eminent Domain Law, Code of Civil Procedure, Section 1230.010 et seq., and pursuant to Stats. 1949, Chapter 994, section 3(f), as amended (West's Ann. Water Code Appendix §53-3(f)).
  - b. To acquire the fee property as described in Attachment A herein.

Resolution #

Date:

Page 3

- c. To prepare, or have prepared, and to prosecute, or retain counsel to prosecute, in the name of the Water Agency such proceedings in the property court as are necessary for such acquisition.
- d. To deposit the probable amount of compensation, based upon an appraisal, and to apply to said court for an order permitting the Water Agency to take immediate possession and use of said property for public uses and purposes.
- e. To employ at rates of compensation standard in this area such appraisers, engineers, and other expert witnesses as they deem necessary to the preparation for trial, and to take all other actions necessary and appropriate to acquire the property.
- f. Should the General Manager of the Water Agency determine that construction of the Project necessitates the taking of possession of the property described in Attachment A prior to final determination of the suit or suits authorized, to make application to the court for an order authorizing Water Agency to take immediate possession of and to use the property sought to be condemned; and that the Water Agency deposit probable just compensation with said court in such manner as the law may direct out of proper funds held by or provided to Water Agency.

11. Should funds necessary for any of the foregoing be payable from money on hand with the Treasurer of Sonoma County, the Auditor and Treasurer of Sonoma County are hereby authorized to issue and honor warrants for payments as necessary.

**Supervisors:**

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**

## ATTACHMENT "A"

Real property situated in an unincorporated area of the County of Sonoma, State of California being more particularly described as follows:

That portion of the real property described in that certain Grant Deed recorded August 16, 2007 as Document 2007-091160, Official Records of Sonoma County, California which lies southwesterly of the southwesterly boundary of the real property described in that certain Grant Deed recorded February 1, 1976 in Book 3047, beginning at page 433, Official Records of Sonoma County, California.



## County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number: 29**  
(This Section for use by Clerk of the Board Only.)

**To:** The Board of Supervisors of Sonoma County

**Board Agenda Date:** January 24, 2017

**Vote Requirement:** Majority

**Department or Agency Name(s):** University of California Cooperative Extension

**Staff Name and Phone Number:**

Deborah Curle 707 (565-2305), UCCE

**Supervisorial District(s):**

**Title:** Updated Local Agreement with the Regents of the University of California-Cooperative Extension for the Provision of the University of California Cooperative Extension Program in Sonoma County

### **Recommended Actions:**

Authorize the County Administrative Officer to execute the updated Local Agreement with the Regents of the University of California-Cooperative Extension for the Provision of the University of California Cooperative Extension Program in Sonoma County to be effective immediately upon execution through December 31, 2025.

### **Executive Summary:**

On May 24, 1994, the Sonoma County Board of Supervisors executed the second and current Memorandum of Understanding with the University of California – Cooperative Extension (UCCE) for continued operation of the UCCE program in Sonoma County.

Through this Sonoma County partnership and in every county in the State of California, UCCE researchers and educators provide science-based research and educational programming to assist people in solving problems and creating opportunities in agriculture, natural resources and youth development.

In place for almost 50 years, the local agreements memorialize the University's agreement to provide the UCCE program in the County, the commitment of the County to financially support the program with cash and in-kind resources, and of both parties to clarify administrative roles and responsibilities between the organizations. The current (1994) agreement is open ended but will terminate with the execution of the updated Local Agreement presented to the Board today.

**Discussion:**

Section 32330 of the Educational Code of the State of California, provides for the appropriation of County funds by County Boards of Supervisors for the support and maintenance of Extension work in Agriculture and Home Economics for the benefit of the County in cooperation with the University.

On May 16, 1967 the Sonoma County Board of Supervisors adopted Resolution Number 19317, requesting that the University establish a Cooperative Agricultural Extension Services – as it was previously named, in Sonoma County. The following month, on June 9, 1967 the Board signed the first Memorandum of Understanding (now referred to as the Local Agreement) that established Cooperative Agricultural Extension Services in Sonoma County. The original Local Agreement was replaced with a new one on May 24, 1994, which remains in place at this time.

Through the partnership, UCCE assists with solving problems and creating opportunities in agriculture, natural resources and youth development in Sonoma County by employing a vast network of UC researchers and educators who work together to develop and provide science-based information to solve locally-relevant economic, agricultural, natural resource, youth development and nutrition issues at the local level. In addition to its major programs of Livestock and Range Management, Viticulture, Integrated Pest Management, and Local Food Systems, the UCCE has an active outreach program targeting underserved populations in the County and specifically has begun to build on the two large and thriving volunteer programs: 4-H and Master Gardener programs, with increasing participation from the Latino population.

With the current agreement now more than 20 years old, staff has conducted a thorough review of the agreement and recommends approval of the new agreement. The primary changes in the updated agreement clarify the risk management concerns related to indemnification for volunteers and minimum level of general and auto liability insurance coverage.

With the Board’s approval, the new agreement will be effective immediately upon execution through December 31, 2025 with an option for an additional ten (10) years with written approval of both parties.

**Prior Board Actions:**

- May 24, 1994 – Renewed Memorandum of Understanding for Agricultural Extension Service
- June 9, 1967 – Established Agricultural Extension Service in Sonoma County

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

In support of the strategic goal of “Economic and Environmental Stewardship,” the UC Cooperative Extension in Sonoma County is at the forefront of change, working to preserve agriculture, helping communities shape wise public policy, and strengthening community development and leadership in our youth and adults. The Cooperative Extension is the bridge between local issues and the power of UC research.

Additionally, the UC Cooperative Extension in Sonoma County supports the strategic goal of “Invest in the Future” with outreach, programming and community projects through the 4-H program. Efforts are being made by both County and UCCE for supporting diversity and outreach to increase participation of

underserved youth. Toward this goal, 4-H “after-school” clubs have been successful, and will continue with the addition of more schools each year.

**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:**

No fiscal impact.

**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:**

Exhibit A: Local Agreement between the Regents of the University of California – Cooperative Extension and Sonoma County  
 Exhibit B: Resolution \_\_\_\_\_

<b>Related Items "On File" with the Clerk of the Board:</b>
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None
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**EXHIBIT A  
LOCAL AGREEMENT**

*between*

**The Regents of the University of California – Cooperative Extension,**

*and*

**Sonoma County**

*for a*

**Partnership**

*for the*

**Provision of the University of California Cooperative Extension Program**

This Local Agreement (“LA”) is executed as of the latest date of execution set forth below, by and between The Regents of the University of California (“University”), and the County of Sonoma (“Sonoma County”).

**WITNESSETH:**

**WHEREAS**, the University of California (UC) is one of the finest educational and research institutions in the world and;

**WHEREAS**, the University is part of the nation’s Land-Grant University System as established by the Morrill Act of 1862 and; to the citizens of California

**WHEREAS**, the University’s division of Agriculture and Natural Resources (ANR) is a statewide network of researchers and educators dedicated to serving all Californians by the creation, development and application of knowledge of healthy food systems, healthy environments, healthy communities and healthy Californians and;

**WHEREAS**, ANR is one of the principal vehicles by which the University may deliver to the citizens of California the benefits of its research into healthy food systems, healthy environments, and healthy communities; and by which Californians may bring new problems and priorities to the University for research and resolution and;

**WHEREAS**, the University recognizes the value of the many State and Local services provided by the 58 Counties that make up the State of California and;

**WHEREAS**, in the execution of its mission ANR collaborates with local county governments and thus its program is collectively referred to as “University of California Cooperative Extension” (UCCE) and;

**WHEREAS**, the UC Cooperative Extension program is designed to meet the State’s highest priority needs in the areas of healthy food systems, healthy environments, healthy communities and healthy Californians and;

**WHEREAS**, the UC Cooperative Extension program has always sought the involvement and counsel of local citizens in the conduct of its educational programs and;



**WHEREAS**, in the execution of the UC Cooperative Extension program University appropriations (e.g., general and special state funds, federal formula funds, extramural contract and grant awards, endowments, and fundraising revenue) are expended locally, thereby further benefitting the cooperating County and;

**WHEREAS**, the County of Sonoma recognizes the value of the UC Cooperative Extension program to its citizens and intend that this program be delivered in its County and;

**WHEREAS**, Section 32330 of the Educational Code of the State of California provides for the appropriation of County funds by County Boards of Supervisors for the support and maintenance of the UC Cooperative Extension program for the benefit of County and;

**WHEREAS**, County agrees to support delivery of the UC Cooperative Extension program to its community and;

**WHEREAS**, County has authority to enter into this LA;

**NOW THEREFORE, in consideration of the terms and conditions contained herein**, County and University do hereby agree to cooperate in the delivery of the UC Cooperative Extension program as follows.

I. PARTIES

A. The parties to this LA are:

1. The Regents of the University of California, and
2. The County of Sonoma.

B. Each party certifies that it intends to, and does, contract with the other party that is a signatory to this LA.

II. PURPOSE

A. The purpose of this LA is to memorialize the University's agreement to provide the UC Cooperative Extension program to Sonoma County, as well as the commitment of Sonoma County to support the University in the provision of such Program, which will be identified as "University of California Cooperative Extension."

B. The County of Sonoma's Board of Supervisors memorialize their commitment under this LA by approval of Resolution Number \_\_\_\_\_, adopted \_\_\_\_\_, 2016.

III. RESPONSIBILITIES OF THE UNIVERSITY

University agrees to do the following, conditioned upon receipt of the below-described support from Sonoma County as well as upon University's access to continued funding from state and federal sources, as well as other external funders. Such support may include but is not limited to the provision of in-kind (tangible, non-monetary) resources.

A. Deliver University knowledge to Sonoma County for the benefit of its citizens through a cadre of UC Cooperative Extension educational and applied research programs, as further described in Attachment A, *Cooperative Extension Program Provided by the University*.

- B. Continually improve the UC Cooperative Extension program in Sonoma County by revising it as new University research is directly accessed by Advisors (University academics).
- C. Appear before the Sonoma County's Board of Supervisors to inform them of the progress and accomplishments of the UC Cooperative Extension programs in County.
- D. Expend a portion of University appropriations (e.g., general and specific state funds, federal formula funds, extramural contract and grant awards, endowments, and fundraising revenue) in Sonoma County; thereby realizing even greater programmatic impact locally.
- E. Appoint, assign, supervise, and pay the entire salaries and benefits of a professional staff of Advisors (University academics) for the operation of the UC Cooperative Extension program in Sonoma County. The appointment, number and assignment of such academics shall be determined by the University. At its discretion, the University may assign and pay the salaries of other personnel, both academic and non-academic.
- F. Based on their area of subject-matter expertise, designate individual Specialists (University campus academics) as partners to specific UC Cooperative Extension program Advisors. In this way, Advisors may effectively access any and all University of California campus resources for the benefit of Sonoma County.
- G. Provide access to all resources of the University's division of Agriculture and Natural Resources, including but not limited to the nine (9) Research and Extension Centers (RECs) located throughout California.
- H. Provide organizational framework and support associated costs necessary to conduct the UC Cooperative Extension program in conformance with statute and University policy, including but not limited to:
  - 1. Application of University Environmental Health and Safety (EH&S) standards, including assistance of University EH&S professional staff and provision of certain resources.
  - 2. Application of University Risk Management and Background Investigation standards, especially as they pertain to youth protection.
  - 3. Application of University management standards for accounting, budgeting, contracts and grants, development, human resources, legal affairs, information technology and other administrative matters.
  - 4. Equipment, supplies and other miscellaneous necessities at rates reflective of the University's buying power.
  - 5. Travel arrangements for UC Cooperative Extension program personnel to attend programmatic and professional meetings at rates reflective of University's buying power.
  - 6. Off-site University staff for performance of all centralized administrative tasks arising out of UC Cooperative Extension program delivery to Sonoma County that can be centralized.
  - 7. Future incremental costs increases associated with all of the above.



- I. Be responsible to Sonoma County for expenditure of County funds and/or use of County resources. As well, be responsible for proper use, custody, and care of in-kind (tangible, non-monetary) resources that Sonoma County may dedicate to the UC Cooperative Extension program.

#### IV. RESPONSIBILITIES OF SONOMA COUNTY

In recognition of the value of the UC Cooperative Extension program and the value of Sonoma County's services, the parties agree to work as a team to mutually support the local delivery of the UC Cooperative Extension programs. Sonoma County agrees to provide annually all agreed upon support necessary for the local delivery of those programs. This includes, but is not limited to, provision of the following.

- A. Development of the annual UC Cooperative Extension budget.
- B. Provision of in-kind (tangible, non-monetary) resources as determined by Sonoma County on an annual basis as part of its annual budget process. Provision of any or all of the below-described in-kind resources for use by the University shall not be deemed to convey to the University any interest in said in-kind contributions.
  1. Provide specific Sonoma County employees assigned to support the UC Cooperative Extension. Such Sonoma County employees will provide services including, but not limited to, administrative and other assistance (field help, laboratory technicians, etc.). Sonoma County shall employ the individuals assigned to support UC Cooperative Extension, and shall support all wages, benefits, Worker's Compensation Insurance, dispute resolution and other costs associated with employment by Sonoma County.
  2. Fully-functional and fully-serviced office space including furniture; heating and air-conditioning; telephone and high-speed internet connectivity; maintenance and cleaning; access to meeting and conference rooms, as well as to kitchen and toilet facilities; parking and storage; security, etc.
  3. Fully-functional and fully-serviced office equipment including computer hardware and software; information technology (IT) services, IT security measures, and other IT services; copy, printer and fax machines; desk and telephones; postage, and etc.
  4. All business supplies, services and other miscellaneous necessities required for a fully-functional and fully-serviced business office, including but not limited to stationery, paper and printing; postage and shipping; photographic supplies; laboratory, field test, and demonstration materials; and etc.
  5. All means of transportation necessary for the conduct of the official duties of the local UC Cooperative Extension staff to attend training, development, and administrative meetings that may occur outside Sonoma County. This includes, but is not limited to, provision of vehicles, fuel, maintenance, other associated costs, and etc.
  6. Support for all mileage costs incurred during travel necessary for the conduct of the official duties of the local UC Cooperative Extension staff while using personal vehicles.

#### V. RESPONSIBILITIES OF THE UC COOPERATIVE EXTENSION DIRECTOR



- A. The UC Cooperative Extension County Director is the individual to whom the University has delegated programmatic and administrative decision-making authority, specifically including, but not limited to, authority over fiscal and human resource matters at the local level.
- B. Sonoma County recognizes the UC Cooperative Extension County Director as the duly authorized representative of University, and the principal University representative for all matters relating to this LA.
- C. The UC Cooperative Extension County Director's range of responsibility and authority will specifically include (but will not be limited to) the following:
  - 1. The proper allocation and management of all resources provided by Sonoma County for local delivery of the UC Cooperative Extension program, and
  - 2. The proper allocation, use, custody, and care of all in-kind (tangible, non-monetary) resources dedicated to the UC Cooperative Extension program by Sonoma County.
  - 3. Safety program management for UCCE employees in compliance with all applicable laws, ordinances and regulations including, but not limited to Title 8 of the California Code of Regulations.
- D. The UC Cooperative Extension County Director will act as a department head of Sonoma County, and will be accountable to ANR leadership.

#### VI. COMMITMENT TO THE UC COOPERATIVE EXTENSION

- A. The UC Cooperative Extension program is a partnership between Sonoma County and University for the development and delivery of beneficial research and education programs to the people of Sonoma County.
- B. Accordingly, Sonoma County will support the University's operating cost of the local UC Cooperative Extension program as described above. Sonoma County acknowledges that University cannot replace such operating support provided by Sonoma County.
- C. University's fulfillment of this LA is specifically conditioned upon Sonoma County's timely provision of support to University, as well as University's access to continued funding from other sources (e.g., State, Federal, etc.).

#### VII. GENERAL TERMS AND CONDITIONS

- A. *Non-Discrimination:* The parties agree, in accordance with University and Counties' policies, as well as applicable State and Federal laws, not to discriminate in any of their policies, procedures, or practices on the basis of race, color, national origin, religion, sex, physical or mental disability, medical condition (cancer-related or genetic characteristics), ancestry, marital status, age, sexual orientation, citizenship, or status as a covered veteran (special disabled veteran, Vietnam-era veteran or any other veteran who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized). In accordance with applicable law, each party shall be an affirmative action/equal opportunity employer.
- B. *Confidentiality:* The parties may receive certain private information in the normal course of work under this LA (e.g., home addresses of program participants, etc.). Such private information will be held in confidence to the greatest extent permissible under statute and each party's internal policies.

- C. *Clarification of Duties:* All parties agree that the Cooperative Extension program is an educational arm of the University. Accordingly, the University and its agents do not play a role in regulatory enforcement.
- D. *Fiscal Year:* The fiscal year applicable to this LA will be July 1 through June 30.
- E. *Term:* This LA will be in effect, commencing January 1, 2017 and concluding December 31, 2025. At the end of this period, this LA may be reissued for another ten (10) year period with the written approval of both parties.
- F. *Modification:* This LA may be modified or amended with the written approval of both parties, provided that the party proposing a modification or amendment submits the same in writing to the other party at least one hundred eighty (180) days in advance to allow for consideration of said proposal.
- G. *Termination:*
1. Either party may terminate their participation in this LA without cause, and/or may withdraw their in-kind (tangible, non-monetary) resources from the University's Cooperative Extension program. A party's intent to withdraw support from the program must be specifically communicated by giving one hundred eighty (180) days advance written notice to the other party.
  2. Subject to the mutual agreement of both parties, termination by a party for cause may be effectuated with less than one hundred eighty (180) days advance written notice to the other party.
  3. If Sonoma County terminates participation in this LA, University will withdraw the entire UC Cooperative Extension program from that County. Under such circumstances, UC Cooperative Extension program services provided in neighboring Counties will not be available to citizens of Sonoma County after it has withdrawn its support. If the University terminates participation in this LA, Sonoma County will withdraw the financial and/or in-kind support set forth in Section IV of this LA.
- H. *Severability and Validity of Agreement:* If a portion, term, condition or provision of this LA is determined by a court to be illegal or in conflict with a law of the State of California, or is otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions and provisions shall not be affected.
- I. *Entire Agreement:* This LA and the Attachments hereto constitute the entire agreement between Sonoma County and University concerning the subject matter hereof. There are no warranties, representations, covenants or agreements, expressed or implied, between the parties except those expressly set forth in this LA. Any amendments or modifications of this LA shall be in writing as described above.
- J. *Assignment:* The rights and duties of the parties to this LA may not be assigned or delegated.
- K. *Governing Law:* This LA will be governed by and construed in accordance with the laws of the State of California.



- L. *Execution in Parts or Counterparts:* This LA may be executed in several counterparts, each of which is an original and all of which constitutes but one and the same instrument.

## VIII. INDEMNIFICATION

- A. The Regents of the University of California shall defend, indemnify and hold Sonoma County, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of The Regents of the University of California, its officers, agents, or employees.
- B. Sonoma County shall defend, indemnify and hold The Regents of the University of California, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Sonoma County, its officers, agents or employees.

## IX. INSURANCE

The parties will individually insure their activities in connection with this LA by maintaining programs of self-insurance or obtaining, keeping in force, and maintaining insurance as follows:

- A. Comprehensive or Commercial Form General Liability Insurance (contractual liability included) with a limit of five million dollars (\$5,000,000.00) per occurrence.
- B. If the above insurance is written on a claims-made form, it shall continue for three (3) years following termination of this LA. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this LA.
- C. Business Automobile Liability Self-Insurance Program for owned, scheduled, non-owned, or hired automobiles with a combined single limit of not less than five million dollars (\$5,000,000.00) per occurrence.
- D. Workers' Compensation and Employers Liability Insurance in a form and amount covering each respective party's full liability under the Workers' Compensation and Insurance and Safety Act of the State of California as amended from time to time.
- E. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of Sonoma County and the University against other insurable risks relating to performance.
- F. Coverage required under this Section shall not limit the liability of any party.
- G. Coverage referred to in this Section shall include the other party as an additional insured. Such a provision, however, shall apply only in proportion to and to the extent of the negligent acts or omissions of the insuring party, its officers, employees and agents. Upon request, either party shall furnish the other party with Certificates of Insurance or Self-Insurance evidencing compliance with all requirements. Certificates shall further provide for thirty (30) days advance written notice to the other party of any modification, change, or cancellation of any of the above insurance coverage.

## X. VEHICLE USAGE

### A. County-Owned Vehicles

In connection with this LA, Sonoma County may, at its sole discretion, authorize employees and/or agents of the University to operate vehicles owned by the County of Sonoma. The parties agree that claims for damages arising out of any accidents that occur in Sonoma County-owned vehicles operated by University employees and/or agents in the course and scope of their University duties are the responsibility of the University to the extent provided under Section VIII of this LA.

### B. University-Owned Vehicles

In connection with this LA, the University may, at its sole discretion, authorize employees and/or agents of University to operate vehicles owned, leased, rented, loaned or registered to University. The parties agree that claims for damages arising out of any accidents that occur in such University vehicles operated by University employees and/or agents in the course and scope of their University duties, are the responsibility of University, to the extent provided under Section VIII of this LA.

## XI. INSURANCE COVERAGE FOR VOLUNTEERS/AGENTS OF THE UNIVERSITY

University volunteers are considered agents of the University, and therefore are covered for their negligent acts or omissions by University's general liability self-insurance program while acting in the course and scope of their volunteerism for University.

## XII. CRIMINAL HISTORY AND IDENTITY CHECK OF UNIVERSITY VOLUNTEERS

A. As described in its Background Investigation Manual, the University strives to ensure the safety of everyone involved in its programs, especially youth. As a part of this effort, University requires a criminal history and identity check (i.e. fingerprinting) and submission of fingerprints to the Department of Justice, and/or the Federal Bureau of Investigation for certain personnel, volunteers, and/or agents of University. University shall be responsible to:

1. Determine whether such fingerprinting is required,
2. Obtain the volunteers' fingerprints, and
3. Obtain criminal background clearance from the appropriate agency. University reserves the right to decline the participation of any individual that does not pass the background clearance review to University's satisfaction.

B. Sonoma County agrees to be responsible for criminal history and identity check review of all of its agents as Sonoma County deems appropriate. Sonoma County understands that University accepts no responsibility or liability for criminal history and identity check review of the agents of Sonoma County.

C. Each party agrees to inform the other party of any aspect of its operations that might present an especial risk to youth (e.g., convicted felony sex offender on staff, etc.).



XIII. NOTICES

Any notice required or permitted to be given under this LA shall be in writing and shall be conclusively delivered to the other party at the following respective addresses.

A. For University:

Stephanie Larson, County Director  
UCCE Sonoma  
133 Aviation Boulevard  
Suite 109  
Santa Rosa, CA 95403

B. For Sonoma County:

Sheryl Bratton, County Administrator  
County of Sonoma  
575 Administration Drive  
Suite 104A  
Santa Rosa, CA 95403

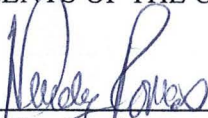
In witness whereof, the parties have executed this LA as of the latest date of execution set forth below.

COUNTY OF SONOMA

\_\_\_\_\_  
Sheryl Bratton  
County Administrator

\_\_\_\_\_  
Date

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

  
\_\_\_\_\_  
Associate Vice President  
University of California, Agriculture and Natural Resources

11/03/16  
\_\_\_\_\_  
Date

*Reviewed and Recommended*

  
\_\_\_\_\_  
Stephanie Larson, County Director, UCCE Sonoma

10-27-2016  
\_\_\_\_\_  
Date



**Attachment A**  
**Cooperative Extension Program Provided by University**

These programs will serve the citizens of Sonoma County by providing science based research, education and public service that will promote solutions problems in agriculture, natural resources (including environmental quality), food and nutrition, food safety and youth development.

In the course of their work, UC Cooperative Extension Advisors (University academics) and Program Representatives (University staff) will deliver a range of locally-relevant programs focusing on farm; environmental, nutrition, 4-H youth development, science literacy and Master Gardeners. Advisors and Program Representatives will use workshops, public meetings, newsletters, the mass media and other communication tools to bring needed information to Sonoma County. Further, Advisors and Program Representatives will use collaborative partnerships with government and private agencies to extend the reach of their programs. Finally, Advisors and Program Representatives may collaborate with UC campus-based Cooperative Extension program Specialists and Agricultural Experiment Station scientists to research, adapt and field-test agricultural improvements or solutions and promote the use of research findings in Sonoma County.

Subject to availability of required resources, UC Cooperative Extension would implement programs with the following areas of emphasis.

*Agriculture and Natural Resources:* Research and education programs that meet local agriculture and natural resource needs, focused on enhancing the agricultural productivity and competitiveness of Sonoma County and protecting water, land and air resources. Together with farmers, pest control Advisers and industry representatives; current and emerging agricultural opportunities and problems would be identified.

*Nutrition, Family and Consumer Sciences:* Offering opportunities for families, individuals, and youth to enhance their quality of living by providing resources that support independence and self-sufficiency, health maintenance and obesity/diabetes prevention. These Advisors may also provide information on food safety, food preparation, food preservation and budgeting for food security.

*Master Gardeners:* University-trained volunteers providing advice and support for local gardeners. Through volunteers, Advisors overseeing the UC Cooperative Extension Master Gardener Program will extend research-based information about home horticulture and pest management to the citizens of Sonoma County.

*4-H Program:* Encompassing a wide variety of educational and enrichment experiences to help young people discover and develop their potential. 4-H Youth Development Program Advisors provide meaningful, learn-by-doing educational activities to children in 4-H clubs and/or to children participating in school enrichment and after-school programs. Citizenship and science literacy including biology, math and engineering are thrusts of the program.

The University will service Sonoma County and will allocate the resources of the UC Cooperative Extension County Partnership in a manner roughly proportionate to the level of support provided by Sonoma County. While the University will endeavor to respond to the highest needs of Sonoma County, it is understood not all needs can be met given the limitation on available resources.



County of Sonoma  
State of California

Exhibit B

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Date: January 24, 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 County Administrator to  
execute a New Local Agreement with the University of California – Cooperative Extension for  
the Provision of the Cooperative Extension Program in Sonoma County**

**Whereas**, the County of Sonoma has partnered with the University of California to provide a Cooperative Extension program since 1967;

**Whereas**, through this partnership University of California Cooperative Extension (UCCE) assists with solving problems and creating opportunities in agriculture, natural resources and youth development in Sonoma County to develop and provide science-based information to solve locally-relevant economic, agricultural, natural resource, youth development and nutrition issues at the local level;

**Whereas**, in addition to its major programs of Livestock and Range Management, Viticulture, Integrated Pest Management, and Local Food Systems, the UCCE has an active outreach program targeting underserved populations in the County and specifically has begun to build on the two large and thriving volunteer programs: 4-H and Master Gardener programs, with increasing participation from the Latino population;

**Whereas**, in place for almost 50 years, the local agreements memorialize the University's agreement to provide the UCCE program in the County, the commitment of the County to financially support the program with cash and in-kind resources, and of both parties to clarify administrative roles and responsibilities between the organizations;

**Whereas**, County of Sonoma desires to continue this strong and beneficial partnership;

**Whereas**, the new Local Agreement more clearly defines the responsibilities and obligations of both the County of Sonoma and the UCCE and ensures this mutually beneficial partnership will continue into the future;

Resolution #

Date:

Page 2

**Whereas**, the new agreement will be effective January 1, 2017 thru December 31, 2025 with an option for an additional ten (10) years with written approval of both parties.

**Now, Therefore, Be It Resolved**, that the County Administrator is hereby authorized to execute the Local Agreement with the University of California – Cooperative Extension for services of Academic Advisors and the Extension program.

**Supervisors:**

Gorin:

Rabbitt:

Zane:

Gore:

Carrillo:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**

# University of California Cooperative Extension

**Presenter:**  
**Stephanie Larson, PhD, Director**



Providing Research, Education & Resources for Sonoma County



# University of California Cooperative Extension

(FY 16-17 Budget Book page 163)



- 2016-17 Budget is \$1.26 million
- \$142k, or 12.7% increase from FY 15-16
- Additional \$1.3 million funded by University of California

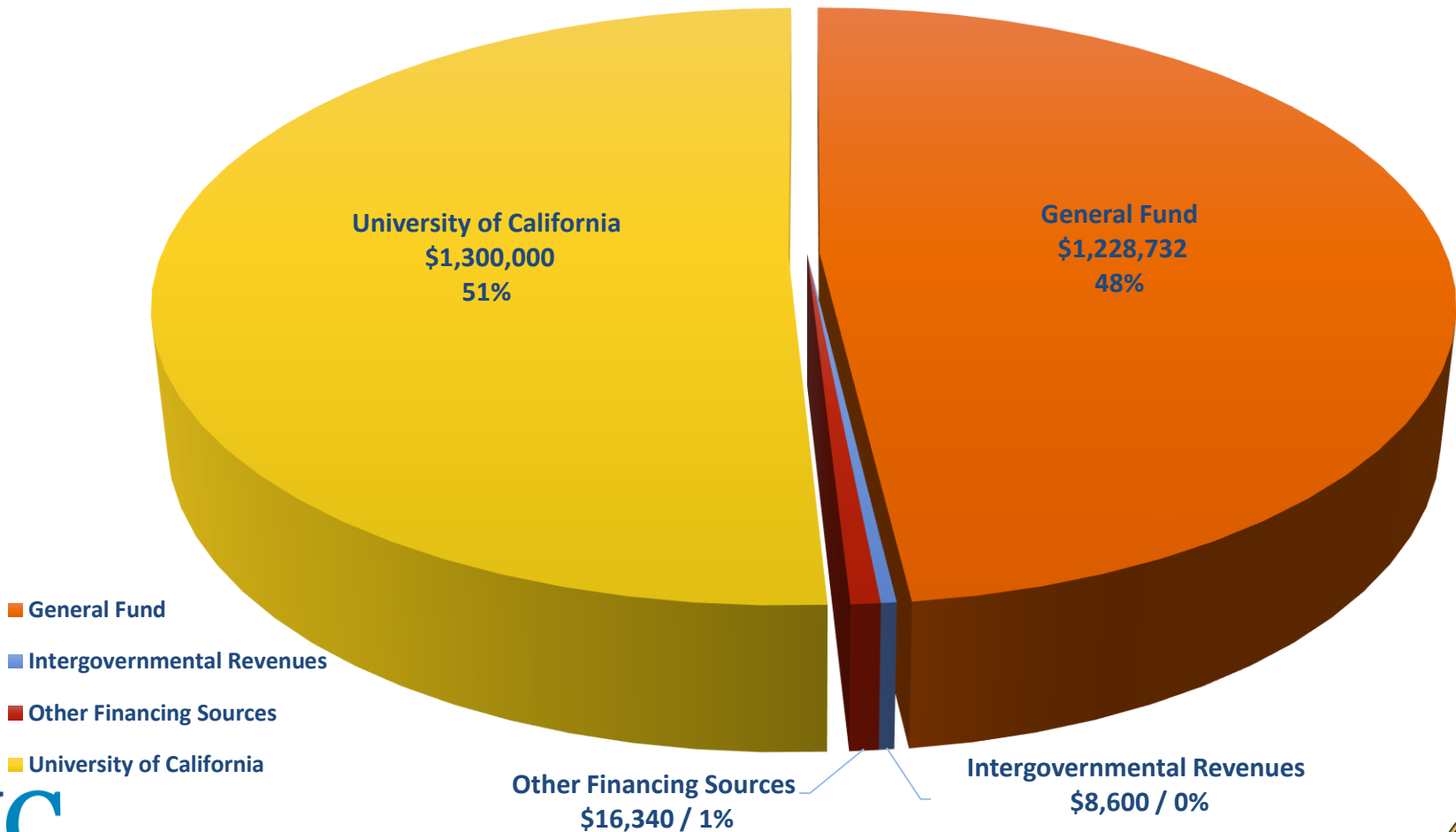


- 6 Permanent County Employees
- 7 Positions Funded by the University of California

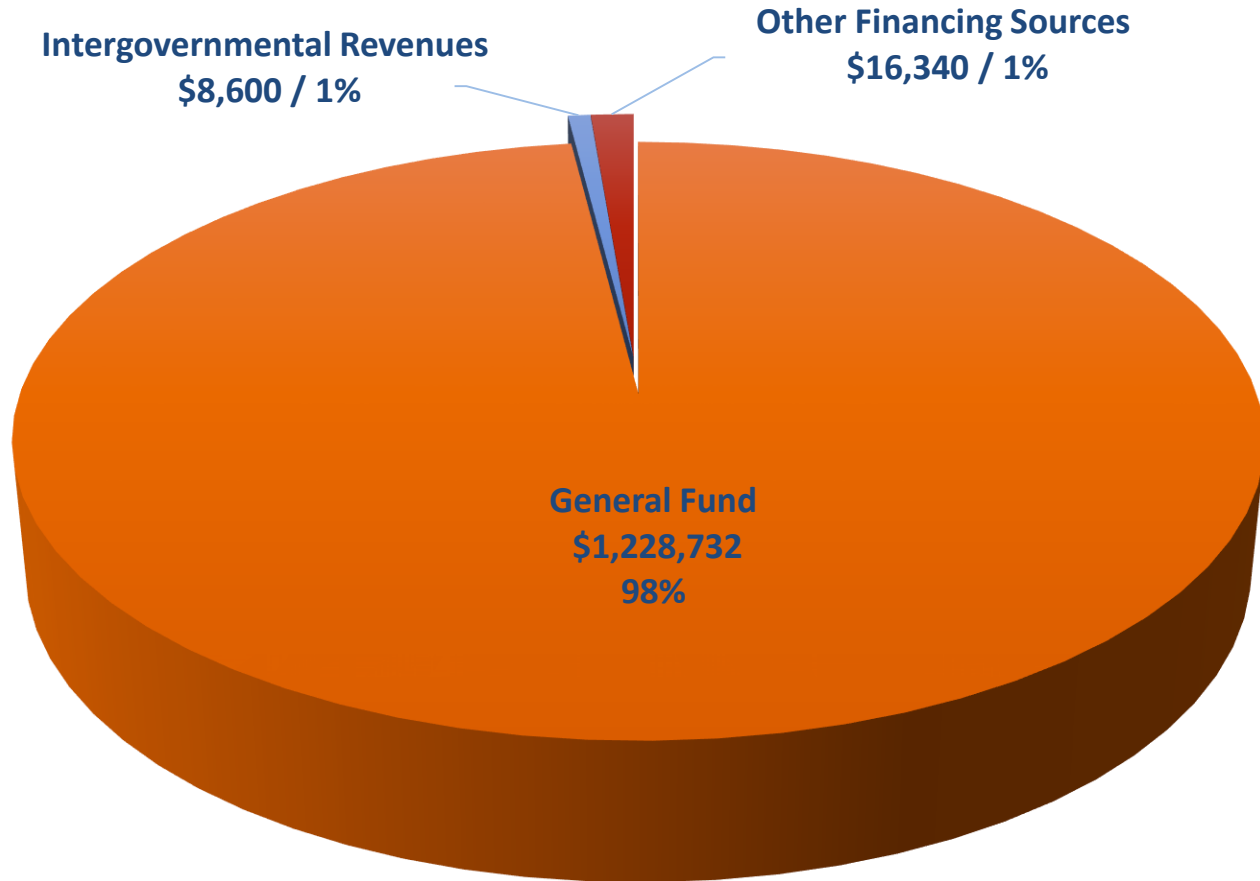


- Froze 1 vacant Sr. Agricultural Program Assistant position

# FY 16-17 Revenue Sources INCLUDING the University of California



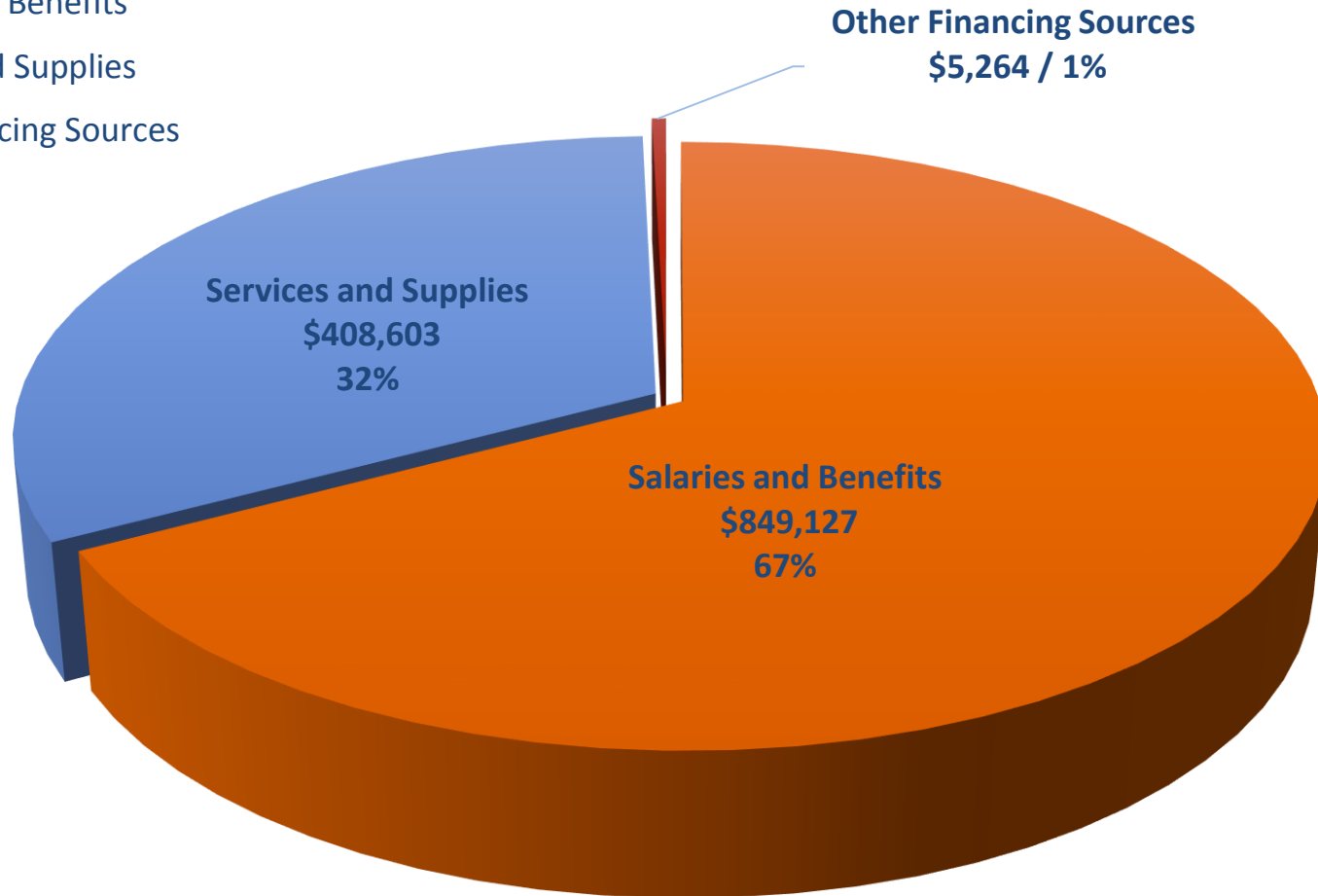
# FY 16-17 Revenue Sources



■ General Fund   ■ Intergovernmental Revenues   ■ Other Financing Sources

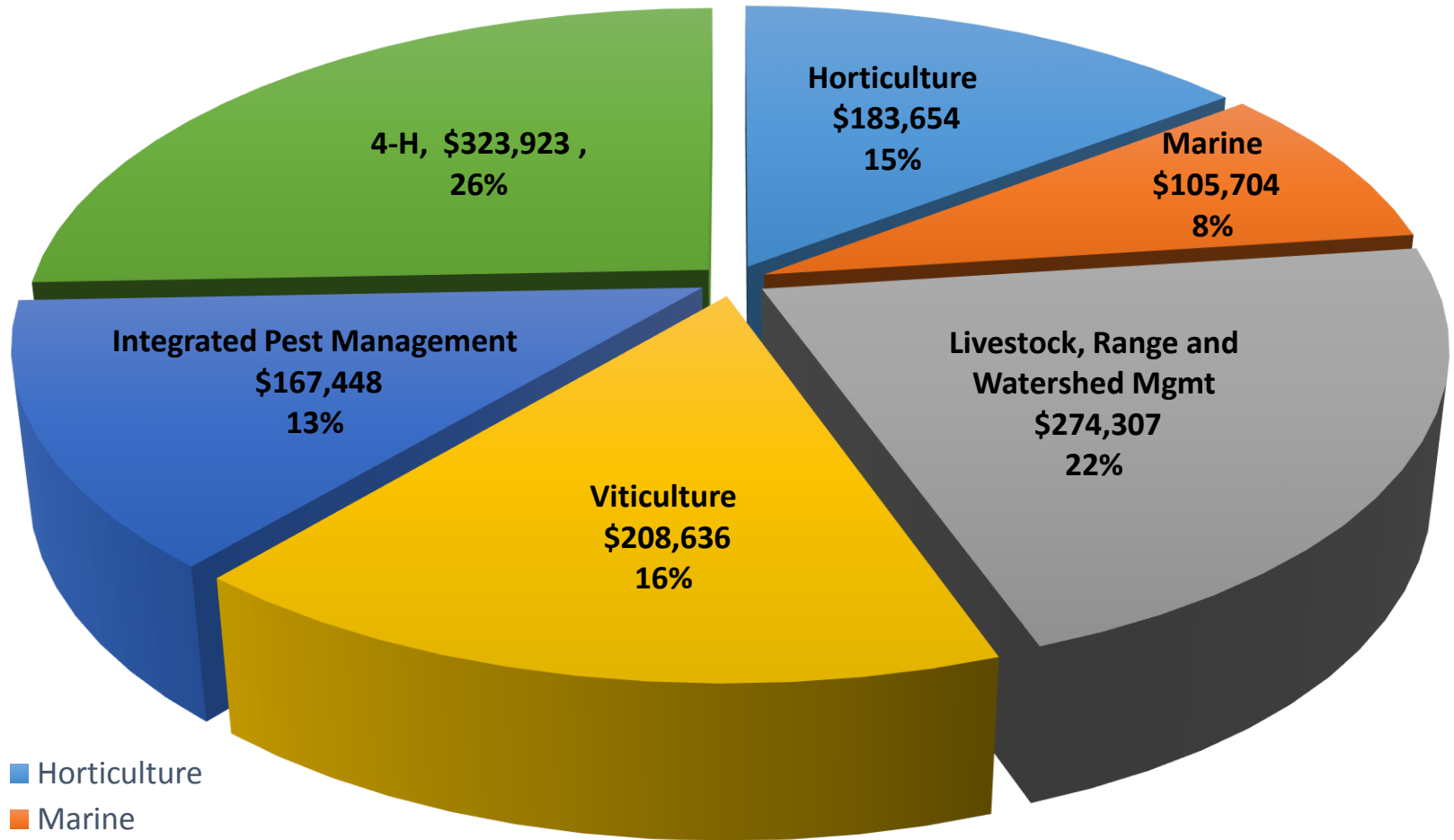
# FY 16-17 Expenditures Category

- Salaries and Benefits
- Services and Supplies
- Other Financing Sources





# FY 16-17 Expenditures by Program



- Horticulture
- Marine
- Livestock, Range and Watershed Mgmt
- Viticulture
- Integrated Pest Management
- 4-H

# Significant Budget Changes



- **UCCE's overall budget of \$1.2 million increased by \$142k, or 12.7%**
- **Salaries and Benefits increase of \$152k or 21.8%**
  - \$34k attributable to negotiated labor costs
  - \$118k attributable to increased funding for existing FTEs
- **Services and Supplies reduction of \$10k or 2.4%**
- **\$33k reduction in Intergovernmental Revenue**
  - Non –renewal of grant for compost education
  - Non –renewal of Federal grant for Sudden Oak Death outreach and education
- **Increase in General Fund support of \$245,600 or 13.1%**

# UC Cooperative Extension Overview



Livestock, Range  
& Watershed  
Management



Agriculture  
Ombudsman



Community  
Food Systems &  
Food Recovery



Viticulture



Integrated Pest  
Management



Horticulture



Master  
Gardeners



4-H Youth  
Development

# Livestock, Range & Watershed Management

Supporting Natural Resources and Environmental Stewardship

- Evaluation of ecosystem services provided: water, carbon sequestration and habitat
- Grazing as a tool on public lands:
  - Endangered species - CTS
  - Public educational - fact sheets, videos & signage
  - Pilot project - Taylor Mountain Regional Park
- Climate Change Initiative
  - Soil Health
- Livestock Economic Viability
  - Value Chains
  - Non lethal predator management



# County Lands for Food Production

Promote and Support Local Agriculture for Aspiring Farmers & Ranchers

- Team of Sonoma County Departments, evaluated vacant County owned lands for food production
- Incubator Farm, partnering with SCAPOSD
- Los Guilicos project, partnering with General Services, Regional Parks, City of Santa Rosa
- Connect food production to non-profits food distribution





# Agriculture Ombudsman

Education and resources for AGROpreneurs



- Collaborate with local ag organizations and county departments to support ag enterprises
- Provide agritourism opportunities - increase economic viability to small scale ag operations
- Hold monthly workshops on niche marketing and production – heritage wheat, hops, etc.
- Collaborate with regulators to streamline permitting processes

# Community Food Systems & Food Recovery

Promote and support the reduction of food waste

Developing solutions with the Food Recovery Coalition, a coalition of local agencies and food recovery non-profits, to reduce edible food waste in Sonoma County

- Coordinated grant writing that resulted in a \$5,000 grant from Impact 100 Redwood Circle to develop a Community Resource Listing:
  - To be hosted on CropMobster
  - Connect food donations with food distribution non-profits



# Community Food Systems & Food Recovery

Promote and support the reduction of food waste

- Launching a social media campaign in the 2nd half of 2017 to educate Sonoma County residents on reducing edible food waste timed with the launch of the Community Resource Listing
- Partnering with non-profits around the County to teach adults and children how to grow their own food and connection to the environment
- Via UC Master Gardener Program of Sonoma County, “School Gardens” group consulting with local schools on developing new school gardens





# Integrated Pest Management

*Researching solutions to safely manage pests*



- Collaborate with UC Berkeley researchers to determine reasons for recent loss of thousands of vines to Pierce's Disease
- Evaluating low toxicity ant baits to reduce populations and allow beneficial insects to help bring vine mealybug under control
- Collaborative effort with local, state and federal agencies to eradicate European Grapevine Moth. A multi-agency collaboration contributed to a successful science-based response plan.

# Viticulture

Supporting Sonoma County's largest crop



- Grapevine Disease research
  - Red Blotch: determining if farming practices can improve fruit quality in diseased vineyards
  - Pierce's Disease: mapping 16 vineyards for disease & insect vectors to help determine if other factors are involved in disease spread
- Natural Resource Preservation
  - Data collection to determine where wind - not water – may provide frost protection
- Extending Research-based information
  - Vineyard Technical Group
  - Annual Grape Day

# Horticulture

Education and resources for urban areas and forest land

- Collaborate with UC Berkeley to research treatment for Sudden Oak Death in forests managed by federal, state and local agencies.
- Urban Landscape workshops for landscapers and groundskeepers on drought stress, sustainable landscape and new tree diseases
- Forest Stewardship workshops for land owners / managers and foresters on erosion control, forest management for fire and water and forest pathology



# Master Gardeners

Science based information for home gardeners



Educate residents of their impact on our environment and climate change, and help home gardeners change their gardening methods to reflect more sustainable practices in their own backyards.

- Master Gardener volunteers conduct educational programs: library talks, workshops, events and information desk at UCCE.
- Sudden Oak Death (SOD) Program:
  - Blitz - citizen science project where samples are collected to help map SOD location
  - Public education workshops



# Master Gardeners

Science based information for home gardeners



- Garden Sense program partnership with Sonoma County Water Agency provides information on sustainable gardening centered around reducing water use in landscape
  - Home visit by Garden Sense Consultants
  - Estimated water savings since program inception: 25 acre feet
- Growing Latino outreach via:
  - Spanish language web pages
  - Collaboration with Bayer Farm in Roseland
  - Partnership with Sonoma County Waste Management Agency - compost workshops in Spanish





# 4-H Youth Development

Investing in future generations  
to reach their full potential



Helping youth reach their fullest potential and thrive through science, health and civic engagement.

- Reach over 1,000 5-18 year old youth with 350 adult volunteers in long-term, high quality programs
- In 4-H Clubs, youth run the meetings, serve the community, and learn leadership and life skills

# 4-H Youth Development

Investing in future generations to reach their full potential



Expanding, growing, and diversifying 4-H to reach 3% of youth in Sonoma County.

- Established 6 new 4-H Clubs during afterschool at elementary schools primarily serving Latino youth; expanding to 10 Clubs in 2017
- Collaborating with Sonoma County Library, Windsor and Santa Rosa school districts to expand youth programs
- Formation of a SPecial INterest (SPIN) 4-H Club for 5-8 year old youth focusing on arts and crafts

# UC Cooperative Extension

## By the Numbers FY15-16

### Master Gardeners

**300** Master Gardeners  
**20,217** Volunteer Hours  
**18,458** People Reached by MG



**500+** Home visits  
**6** Acre feet of water saved

### 4-H Youth Development

**5** Schools With Programs *Afterschool*  
**120** New Afterschool Members  
**24** Teen And Adult Mentors  

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**25** Clubs *Traditional*  
**1074** Youth Members  
**435** Adult Volunteers  
**77** Different Types of Projects Offered

### Viticulture & IPM

**\$600M** Industry  
**60,000** Acres  
Research & Education:  
↑ Invasive Pests/Disease  
↑ Alt Frost Protection

### Livestock, Rangeland, Food Systems

**50%** SC acreage Rangelands  
**364** Reached by Ombud & Food  
Systems Advisor  
**50% by 2030** Food Waste Forum



# UC Cooperative Extension Objectives FY 16-17



- Enhance food recovery, identify food recovery roadblocks and solutions for reducing food waste and hunger
- Increase compost education through outreach materials in English & Spanish
- Expand 4-H programs for youth through diversity outreach
- Create market-based conservation easements addressing water, carbon, habitat and viewshed



Sonoma County  
University of California  
Cooperative Extension



THANK YOU

UC  
CE

Providing Research, Education & Resources for Sonoma County







# County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number: 30**  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors

**Board Agenda Date:** January 24, 2017

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Supervisor James Gore, 707/565-2241

**Supervisorial District(s):**

Fourth District

**Title:** Fee Waiver

**Recommended Actions:**

Request to approve a fee waiver of Department of Health Services fees in the amount of \$6,180 for the Windsor Unified School District Smarter Luncheons Program, to include the following activities:

- (A) Provide the Harvest of the Month fruit or vegetable in the District's salad bars and/or lunch menu.
- (B) Provide Harvest of the Month teacher education packets to connect nutrition education in the classroom to what is being served in the cafeteria.
- (C) Conduct Harvest of the Month surveys with students at all school sites to assess changes in healthful eating attitudes and behaviors.
- (D) Complete the Smarter Lunchroom Assessment at each school site in the district. Share the findings of the assessments at the school nutrition directors meeting convened by DHS.

**Executive Summary:**

**Prior Board Actions:**

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

**Fiscal Summary - FY 2016-2017**

<b>Expenditures</b>		<b>Funding Source(s)</b>	
Budgeted Amount	\$		\$
Add Appropriations Req'd.	\$ 6,180.00	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$ 3, 696.00
	\$		\$
<b>Total Expenditure</b>	<b>\$</b>	<b>Total Sources</b>	<b>\$ 3, 696.00</b>

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

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**Staffing Impacts**

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

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

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**Attachments:**

Fee Waiver Request

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

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7. Type and amount of fee waiver/sponsorship requested. Please list all County fees you are requesting be waived/sponsored in conjunction with this project/activity/event. Please attach a copy of an estimate or receipt from the County Department or Veteran's Building Operator documenting the amount of each fee you are requesting be waived/sponsored.

Department Assessing Fee	Type of Fee	Amount of Fee
SonomCounty Health Services	Food Permits for six schools	\$3,696.00

8. If your Community Based Organization, Non-Profit, or Governmental Agency has received a fee waiver/sponsorship for a similar project/activity/event in the past, please list below:


Date of Fee Waiver	Department Assessing Fee	Type of Fee	Amount of Fee
/ /			
/ /			
/ /			
/ /			

9. Does the organization or agency for which the fee waiver/sponsorship is requested receive funding from any of the following sources? If so, please specify:

- Property Tax
  Sales Tax
  Special Assessment
- User Fees

Other (please specify): \_\_\_\_\_

10. If you checked any of the boxes in number 9 above, please provide an explanation and supporting documentation regarding the inability of the organization or agency to pay the fees which you are requesting be waived/sponsored. Please attach to this form and submit with your request.
11. Will the organization or agency be charging an entry fee or be requesting a donation for the project/activity/event for which you are requesting a fee waiver/sponsorship? If so, please provide an explanation detailing why the fees to be waived/sponsored cannot be recovered through the entry fee. Please attach to this form and submit with your request.

  
 Authorized Signature  
 9 / 8 / 2016  
 Date

Chief Business Officer  
 Title



**WINDSOR UNIFIED SCHOOL DISTRICT**  
9291 Old Redwood HWY, BLDG 500 ▪ Windsor, California 95492-9217  
(707)837-7780 ▪ Fax (707)837-7773

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September 8, 2016

Board of Supervisors  
575 Administration Drive, Room 100A  
Santa Rosa, CA 95403-2887

Dear Board of Supervisors,

Windsor Unified School District's Food and Nutrition Department requests the Board to approve a fee waiver for the Smarter Lunchrooms program. The School District and the Department of Health Services agreed that the following activities would be exchanged for the fee waiver in order to enhance child nutrition outcomes in the District. The activities that will constitute the approval of the grant extended include:

- 1) Providing Harvest of the Month (HOM) fruit or vegetable in the District's salad bars and/or lunch menu, provide HOM teacher education packets to connect nutrition education in the classroom to what is being served in the cafeteria.
- 2) Conduct HOM surveys with students receiving nutrition education through the HOM program to assess changes in the healthful eating attitudes and behaviors.
- 3) Complete the Smarter Lunchroom Assessment at each school site in the district. In addition, share the findings of

Thank you for your consideration.







## County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number: 40**

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

**To:** Board of Supervisors

**Board Agenda Date:** January 24, 2017

**Vote Requirement:** 4/5

**Department or Agency Name(s):** Permit and Resource Management Department

**Staff Name and Phone Number:**

Misti Harris 565-1352

**Supervisorial District(s):**

All

**Title:** Accessory Dwelling Unit and Junior Accessory Dwelling Unit Urgency Ordinance  
(PRMD File No. ORD16-0002)

### **Recommended Actions:**

Conduct a public hearing and adopt an ordinance amending provisions of Chapter 26 (zoning code) of the Sonoma County Code to amend the Second Units/Accessory Dwelling Units regulations, add Junior Accessory Dwelling Unit regulations, and amend and add definitions (urgency ordinance – four-fifths vote required).

### **Executive Summary:**

In September 2016 the State Legislature adopted two bills amending Government Code section 65852.2, which pertains to Accessory Dwelling Units (Accessory Units), formerly called second units. These bills, SB 1069 and AB 2299, require local jurisdictions to update their Accessory Unit ordinances. The intent of the new laws is to reduce physical and financial barriers in constructing Accessory Units.

The Legislature also adopted a bill, AB 2406, enabling local jurisdictions to adopt regulations for Junior Units (Government Code Section 65852.22). A Junior Unit is a very small living unit created out of an existing, permitted bedroom within a single-family dwelling. The intent is to provide an opportunity for homeowners to quickly and inexpensively create an additional living unit within their home. The State recognizes that Accessory Units and Junior Units are an important source of small housing units that are affordable by design.

On December 15, 2016, the Planning Commission conducted a public hearing and recommended Board adoption of the ordinance amending Accessory Unit zoning regulations and establishing zoning regulations for Junior Units. It also recommended updating certain housing-related definitions to comply with the recent changes in State law.

With adoption of the attached urgency ordinance, the County's zoning code will become consistent with State law with respect to the Accessory Unit ordinance and aforementioned definitions, as required.

The proposed Junior Unit regulations are also consistent with State law. The new State law governing Accessory Units became effective on January 1, 2017. The proposed revisions will expand and create opportunities for small, inexpensive housing units that are affordable by design.

**Discussion:**

Background

Sonoma County has been a leader in affordable housing policy. Permit Sonoma staff works closely with Community Development Commission staff to implement the County's Housing Element and further opportunities for housing to serve its neediest residents. This includes preparing effective housing policy, implementing the 2015 "Building Homes" Toolbox, and producing and monitoring deed-restricted affordable housing.

The County has an existing Accessory Dwelling Unit ordinance that has allowed accessory units by right since 2005. The County's program has produced over 260 new accessory dwelling units since the program was updated in 2005.

Housing Element Policy HE-1f directs the County to "encourage retention and further construction of small rental units such as granny units, rental studios, and SRO units..." The Housing Element also calls for taking additional steps to remove constraints and expand opportunities for affordable housing, including encouraging local agencies to reduce the impact fees for smaller units. The State Legislature has acknowledged these same constraints exist across California and has adopted new legislation to assist local governments in streamlining their regulations.

The California State Legislature has declared that (Government Code Section 65580):

*(a) The availability of housing is of vital statewide importance, and the early attainment of decent housing and a suitable living environment for every Californian, including farmworkers, is a priority of the highest order.*

*(b) The early attainment of this goal requires the cooperative participation of government and the private sector in an effort to expand housing opportunities and accommodate the housing needs of Californians of all economic levels.*

*(c) The provision of housing affordable to low- and moderate-income households requires the cooperation of all levels of government.*

*(d) Local and State governments have a responsibility to use the powers vested in them to facilitate the improvement and development of housing to make adequate provision for the housing needs of all economic segments of the community.*

*(e) The Legislature recognizes that in carrying out this responsibility, each local government also has the responsibility to consider economic, environmental, and fiscal factors and community goals set forth in the general plan and to cooperate with other local governments and the State in addressing regional housing needs.*

**Accessory Dwelling Units**

The Legislature also recognizes that Accessory Dwelling Units are a valuable source of affordable housing (Government Code Section 65582.1). In September 2016, the Governor signed two bills that change State housing law regulating Accessory Dwelling Units. With the passage of these bills, the Legislature found that our state "faces a severe housing crisis" that particularly affects the well-being of

lower and middle-income citizens. It recognizes that Accessory Units provide rental housing stock and provide homeowners with additional financial security. SB 1069 and AB 2299 remove barriers to Accessory Units to encourage creation of more affordable housing statewide. Notably, the new law eliminates local agency discretion in reviewing Accessory Unit applications, prevents local agencies from requiring separate water and sewer connections or charging connection fees for conversion of existing legally established structures to Accessory Units in single family zones (R1), and introduces a statutory 120-day review period. The law became effective January 1, 2017 and default provisions have replaced the County's existing second unit ordinance. The County's proposed ordinance would expand these provisions to also allow construction and conversion of existing structures to Accessory Units in rural areas including rural residential, agricultural and resource zones. Septic and well regulations would still apply.

### ***Junior Units***

The Governor also signed a bill establishing regulations to enable local jurisdictions to permit "Junior Accessory Dwelling Units." Junior Units are very small living units (500 square feet or less) created out of an existing permitted bedroom within a single-family dwelling. The new Junior Unit cannot be subject to impact or connection fees, greatly reducing development costs. The proposed Junior Unit ordinance is a new, innovative tool for homeowners to create a unit that is affordable by design and earn additional income. State law enables local jurisdictions to allow Junior Units in addition to Accessory Units in residential zones.

### **Proposed Changes for Accessory Dwelling Units (formerly second units)**

The notable changes required by State law are listed below.

- "Second Dwelling Units" are now called "Accessory Dwelling Units."
- The County cannot exercise discretion when permitting Accessory Units. Approval of an Accessory Unit permit is not appealable when the application meets all applicable standards.
- The County must approve or deny the zoning and building permits for an Accessory Unit within 120 days of permit application submittal.
- The County must issue a building permit for an Accessory Unit created from an existing, legal accessory structure or portion of a single-family dwelling located in the R1 (Low Density Residential) zoning district and not located in the Z (Second Unit Exclusion) combining district. The structure must have separate exterior access and meet setbacks for fire safety. The County cannot require separate water and sewer connection laterals or connection fees in these instances. All other divisions, including Planning, Well and Septic, and Fire, must approve the building permit before issuance.

The differences between the current zoning code and proposed amendments are summarized in the table below. Transient occupancy (e.g., vacation rentals) would still be prohibited in Accessory Units.

<b>Standard</b>	<b>Existing Code</b>	<b>Proposed</b>
Nomenclature	Second Dwelling Unit	Accessory Dwelling Unit
Minimum parcel size – septic	2.0 acres; 1.5 with use permit	2.0 acres
Minimum parcel size – sewer	6,000 SF; 5,000 SF with use permit	5,000 SF by right
Maximum unit size	840 SF; 1,000 SF with use permit	1,000 SF by right
Required parking	1 space	1 space or 0 spaces
Setbacks – rural	Same as main house or 60’ if over 100 ft. from main house; reduced setbacks with use permit	Same as main house
Setbacks – urban	Same as main house but 5’ rear OK	5’ rear, 5’ side where provided above garage
Setbacks of existing structures	Same as above	Reduce to zero if building and fire codes can be met
Driveway access	Shared driveway required unless Director determines otherwise	Discretion removed; reference to driveways removed
Utility connections	Separate connections required for detached units	Separate connection & fees not required when State criteria are satisfied.
Appeals	Permit approvals and denials may be appealed to the Board of Zoning Adjustments and ultimately to the Board of Supervisors	Approvals are not appealable when the application meets all applicable standards.

Issues Discussed at the Planning Commission Hearing

On December 15, 2016, the Planning Commission considered zoning code amendments reducing restrictions for Accessory Units and allowing Junior Units. The Commission’s discussion focused on maximum sizes for both units, cost of impact fees, and conversion of existing single-family dwellings to Accessory Units.

### *Minimum Lot Size*

The new State law was written to address areas units to be developed within urban areas, and does not consider rural constraints brought on by the need to protect domestic water supplies from septic contamination. In Sonoma County, minimum lot sizes are used to ensure the public health and safety. The existing and proposed Accessory Unit ordinances require a minimum lot size of two acres when not served by sewer. While the existing Ordinance allows a smaller lot size where appropriate through issuance of a use permit, the state law prohibits use permits for Accessory Units and so the new standards must be written to ensure the public safety in all cases, without the ability to review any particular case on its individual merits.

Staff does not recommend decreasing the minimum lot size in rural areas because a smaller lot size could result in groundwater contamination due to concentrations of septic systems in small lot areas (e.g., Canon Manor) and the need to provide adequate distance between septic systems and water supply wells. In 2003, Permit Sonoma established the two acre minimum lot size for Accessory Units in rural areas (not served by sewer) with the adoption of AB 1866, which required local governments to establish standards to allow Accessory Units without a use permit. Because no case-by-case review was allowed, the established standards needed to be strict enough to ensure there would not be problems associated with permitting Accessory Units in rural neighborhoods with smaller lots served by wells and septic systems. The Well and Septic Division determined two acres was the minimum lot size required to accommodate new and expanded systems to serve Accessory Units while still maintaining the required setbacks to water wells on surrounding properties. Accessory Units have been allowed on lots of between one and one-half and two acres with issuance of a use permit. The use permit allowed staff to analyze the potential impacts of constructing an Accessory Unit on a smaller lot, particularly cumulative impacts to groundwater quality.

Recently, the State established a default (Tier 1) average parcel size of two and one-half acres for new lots with one single-family dwelling utilizing an on-site sewage disposal system and private well. While this Tier 1 default standard would apply to counties that have not adopted their own Tier 2 Local Agency Management Programs, it demonstrates the State's intent to better protect water quality. This new standard emphasizes the need for careful evaluation and analysis of septic capacity and water quality prior to any reduction in the allowable minimum parcel size for Accessory Units. The Well and Septic Division is currently preparing a Tier 2 Local Agency Management Program.

The Board has previously supported a reduction in the minimum lot size for Accessory Units in rural areas to one and one-half acres countywide, subject to review of the environmental impacts including the potential cumulative impacts to groundwater quality. While it is within the Board's discretion to reduce the minimum lot size with this ordinance, staff would continue to recommend the County first prepare the necessary environmental review, which could be done as a part of the Environmental Impact Report for the upcoming General Plan update.

In considering minimum lot size in Urban Service Areas, staff and the Commission considered the importance of keeping smaller lots available for Accessory Units where adequate services are provided, but also considered neighborhood compatibility issues related to allowing Accessory Units on smaller lots without the opportunity to review those impacts. Neighborhood compatibility issues in these urban

residential areas could result from the proximity of Accessory Units to neighboring homes, which can lead to decreased privacy and a shortage of parking in some areas.

The Planning Commission agreed with staff's recommendation to maintain the two acre minimum lot size in rural areas, and to establish the minimum lot size in urban areas at 5,000 square feet, eliminating the use permit requirement to allow ministerial, not discretionary, review. Staff finds the neighborhood compatibility issues in urban areas are adequately addressed with the development standards, such as maximum unit size, setbacks, and lot coverage.

#### *Size of Accessory Units*

Accessory Units are intended to be accessory and incidental to the single-family dwelling. The most recent (2014) survey of rents for accessory units and the additional increases in countywide rental housing prices since that time indicate that smaller Accessory Units (less than 1000 square feet) are generally affordable to lower and moderate income households because of their limited size in a market that tracks value and cost to square footage. Accessory Units cannot be purchased separately from the main unit; however, the following information provides context to the housing crisis. The County's 2010 housing fee study found that a household would need an annual income of \$114,346 to affordably purchase a 1,000 square foot house. This study found the average price of a 1,000 square foot house was \$452,226 and assumed a 10% down payment. Assuming the mortgage, property taxes, and Homeowner's Association fees, the monthly payment would be \$3,335.00. As of June 2016, the Area Median Income for a four person household is \$75,900.

The Housing Advocacy Group has expressed a desire to keep Accessory Unit sizes small to maintain affordability. Staff finds that smaller units are affordable by design without the need for rent restrictions because they typically have lower rent and lower utility costs. Smaller units are also considered more compatible and produce less impacts related to parking, noise, and greenhouse gases over the life of the unit.

Increasing the allowable sizes of these units can be expected to result in an increase of rental costs. Housing Element Policy HE-1f, cited earlier, encourages small rental units. The County has previously considered units of up to 1,000 square feet affordable, and exempts units of 1,000 square feet and less from the affordable housing program fees to encourage more small units. The County also limits affordable agricultural employee units to 1,000 square feet. Keeping the size limit at 840 square feet would best ensure future affordability of these units, but may also limit the size of households that could be accommodated in Accessory Units. While the state law has allowed Accessory Units of up to 1,200 square feet for the past decade, the County has deliberately opted to keep Accessory Unit sizes smaller to ensure they are affordable by design. Increasing the size limit to the maximum allowable 1,200 square feet would not generate units the County has traditionally considered affordable without recorded deed restrictions

The table below summarizes the maximum allowable Accessory Unit sizes in other California jurisdictions for reference.

<b>Jurisdiction</b>	<b>Maximum Accessory Unit Size</b>
<b>Counties</b>	
Contra Costa	640 sq. feet
Lake	720 sq. feet on lots <40,000 sq. feet 1,008 sq. feet on lots >40,000 sq. feet
Marin County	750 sq. feet
Napa	1,200 sq. feet
Placer	640 – 1200 based on parcel size
Sacramento	400 sq. feet by right
<b>Cities</b>	
Cloverdale	800 sq. feet
Cotati	750 sq. feet
Healdsburg	640 to 850 sq. feet, depending on lot size
Petaluma	640 sq. feet
Rohnert Park	700 sq. feet
Santa Rosa	700 sq. feet
Sebastopol	840 sq. feet
Sonoma	850 sq. feet
Windsor	840 sq. feet

The Planning Commission considered allowing units of up to 1,200 square feet on larger lots. It expressed concern that a 1,200 square foot unit is a full sized house, and would not be affordable to low and moderate income households. The Commission agreed with staff’s recommendation to increase the maximum Accessory Unit size to 1,000 square feet without a rental restriction or use permit. However, the Commission was concerned about size limits for an existing single-family dwelling converted to an Accessory Unit, particularly on larger lots. During public testimony, the Commission heard that some owners have demolished existing residences to construct a larger primary dwelling when the existing residence is too large to be designated an Accessory Unit. The Commission considered allowing larger units on larger rural lots, but ultimately recommended retaining the 1,000 square foot size to ensure that Accessory Units remain more affordable by design. The Commission directed staff to further evaluate options that would preserve existing housing stock for the Board’s consideration. Staff modified the draft ordinance to require Accessory Units, whether new construction or conversion of an existing structure, to meet setbacks of the governing zoning district regardless of location of the primary unit. This modification offers more flexibility in location of primary and accessory units on rural lots. Converted structures may have a zero lot line setback if Building and Fire Codes can be satisfied. If the Board would like to allow Accessory Units up to 1,200 square feet, staff recommends requiring an Affordable Housing Agreement for units between 1,001 and 1,200 square feet to ensure affordability.

The Planning Commission recommends retaining the 1,000 square foot maximum unit size for both urban and rural lots to ensure affordability of these units.

### *Appeals*

As proposed, approval of an application for an Accessory Unit that meets all the applicable standards will not be subject to appeal. This reflects the requirements of the new State law, which provides that Accessory Units must be permitted without discretionary review or a hearing, and also requires that no other local ordinance, policy, or regulation shall be the basis for denial of an Accessory Unit application that meets all applicable standards.

### Proposed Junior Accessory Dwelling Unit Regulations

According to the new State law, a Junior Unit is a small living space within a legally established bedroom of an existing single-family dwelling. It must contain an efficiency kitchen and have a private or shared bathroom. It must have exterior access and maintain interior access to the rest of the house. The interior access may consist of two doors within the same frame for privacy and noise attenuation, similar to connecting hotel rooms. As proposed in the ordinance, it cannot exceed 500 square feet and cannot be used for transient occupancy (e.g., vacation rentals).

Junior Units would be allowed in all areas where single family dwellings are allowed, regardless of parcel size, because Junior Units make use of an existing, legally established bedroom, which was already considered in the design of the septic system.

The Planning Commission received public testimony from a property owner in an agricultural zoning district expressing his desire to install a Junior Unit in his single-family dwelling. Staff recommends allowing Junior Units in any zone where a single-family dwelling is allowed and has been permitted because there is no additional impact beyond that which a single-family dwelling already generates. Specifically, Junior Units should be allowed in all agricultural, resource, residential, commercial, and industrial zones.

Junior Units will help address the County's housing situation because homeowners can inexpensively convert one existing bedroom, with or without a bathroom, into a Junior Unit. This allows the property owner to earn extra income while providing housing that is affordable due to its small size. Adoption of these provisions follows previous direction by the Board of Supervisors adopted in the 2015 "Building Homes" Toolbox.

### *Junior Units and Accessory Units on Same Parcel*

As proposed, a property owner could have a single-family home with both a Junior Unit and an Accessory Unit on a single property. Accessory Units and Junior Units do not count toward the allowable density under the General Plan. The Commission concurred with staff's recommendation to allow Junior Units and Accessory Units on the same parcel due to the magnitude of the housing situation and the need to provide fast, inexpensive solutions.

### *Size of Junior Units*

Staff had recommended a maximum Junior Unit size of 450 square feet to ensure small, affordable units. The Commission recommended increasing the maximum size of a Junior Unit to 500 square feet, the maximum allowable under State law. The following table compares State requirements with the proposed Junior Unit ordinance.



<b>Standard</b>	<b>State Law</b>	<b>Proposed</b>
Zoning	Residential lots zoned for single-family dwellings.	All zoning districts where single-family dwellings are allowed.
Maximum number of Junior Units allowed per lot	One	One
Location	Existing bedroom within a single-family dwelling	Existing bedroom within a single-family dwelling
Maximum unit size	500 square feet	500 square feet
Efficiency kitchen	Required	Required
Bathroom	May be located within Junior Unit or house	May be located within Junior Unit or house
Separate exterior entrance	Required	Required
Interior connection to house	Required	Required. Additional door, like those in connecting hotel rooms, may be installed.
Parking	Parking cannot be required	Parking not required
Owner-occupancy	Owner must reside in house or Junior Unit	Owner must reside in house or Junior Unit
Transient occupancy of Junior Unit	May be prohibited	Prohibited
Deed restriction	Required	Required

Other Issues

*Accessory and Junior Units in the Coastal Zone*

These revised Accessory Unit and Junior Accessory Unit regulations will only apply in inland areas of the County. Areas in the Coastal Zone are governed by Sonoma County Code Chapter 26C, and amendments to that chapter must be certified by the Coastal Commission. Upon approval of this

ordinance by the Board, Permit Sonoma staff will coordinate with Coastal Commission staff to initiate similar amendments to Chapter 26C.

Additional Planning Commission Recommendation

The Commission strongly expressed its position that water and sewer connection fees for Accessory Units are not proportional to the impact of these smaller units, making Accessory Units cost prohibitive for many people. The Commission strongly encourages the Board to direct the Sonoma County Water Agency Board of Directors to prepare a fee study to update their fees with a fee structure that is relative to unit size or number of bedrooms. Sewer and water connection fees are currently structured per single family dwelling equivalent (ESD). A small Accessory Unit counts as 0.8 ESD, while a large six-bedroom house counts as 1.0 ESD. Accessory Units pay approximately 80% of a single-family dwelling, regardless of size of either unit.

**Prior Board Actions:**

On December 2, 2014, the Board adopted the County’s Housing Element. On August 18, 2015, the Board adopted Ordinance 6129 to amend the Accessory Unit regulations. This ordinance replaced affordable housing agreements with fee deferral agreements and amended design standards to better encourage rental of Accessory Units. In 2005, the Board adopted Ordinance 5569 making accessory units ministerial by right, with some exceptions to encourage affordably restricted units.

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

In addition to complying with State law, the proposed zoning code amendments provide opportunities for property owners to increase housing that is affordable by design.

<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>			
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>
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
None			
<b>Attachments:</b>			
Attachment A: Draft Ordinance with Exhibits A – E Attachment B: Planning Commission Resolution No. 16-008 Attachment C: Planning Commission Draft Minutes dated December 15, 2016 Attachment D: Planning Commission Staff Report dated December 15, 2016 Attachment E: Public Comment Letters			
<b>Related Items “On File” with the Clerk of the Board:</b>			
None.			

ORDINANCE NO. (    )

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SONOMA, STATE OF CALIFORNIA, AMENDING CHAPTER 26 (ZONING CODE) OF THE SONOMA COUNTY CODE TO AMEND THE SECOND DWELLING UNIT REGULATIONS, ADD JUNIOR ACCESSORY DWELLING UNIT REGULATIONS, AND AMEND AND ADD DEFINITIONS.  
(URGENCY ORDINANCE—FOUR-FIFTHS VOTE REQUIRED)

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The Board of Supervisors of the County of Sonoma, State of California, ordains as follows:

Section I. Statement of Necessity. The Board finds and declares that adoption of this Ordinance is necessary to implement newly effective state laws related to accessory dwelling units and junior accessory dwelling units. The Board finds that the following facts support the adoption of this ordinance:

1. In late September 2016, Governor Brown signed into law Senate Bill 1069 and Assembly Bill 2299, relating to creation of accessory dwelling units, previously known as second dwelling units. The new laws, which went into effect on January 1, 2017, were intended to address California's ongoing housing affordability crisis by reducing local regulatory barriers to constructing new accessory dwelling units.
2. Also in late September 2016, the Governor signed Assembly Bill 2406 (AB 2406), relating to creation of junior accessory dwelling units. AB 2406 was urgency legislation that went into effect immediately.
3. This ordinance is consistent with the Sonoma County General Plan and with the General Plan Housing Element. The Housing Element sets forth policies intended to remove constraints and promote the development of additional affordable housing and special needs housing within the County. This ordinance furthers these policies by encouraging construction of both accessory dwelling units and junior accessory dwelling units, which are affordable by design due to their limited size and use of existing infrastructure.
4. Accessory dwelling units and junior accessory dwelling units are valuable forms of housing that provide additional rental housing stock within existing neighborhoods or homes. These units are affordable by design because of their limited size and use of existing infrastructure, among other reasons.
5. As amended by Assembly Bill 2299, Government Code section 65852.2 allows the County to designate areas where accessory dwelling units may be permitted, based on enumerated criteria. Consistent with state law, the

proposed ordinance permits development of accessory units in areas where adequate water and septic capacity or sewer are available.

6. The ordinance does not unreasonably restrict the ability of homeowners to create accessory dwelling units in zones in which they are allowed, consistent with Government Code section 65852.150.
7. Adoption of the Ordinance is necessary and appropriate to provide a simple and expedited approval process for creating junior accessory dwelling units from spare bedrooms in existing homes, thereby encouraging speedy development of a new supply of lower-cost infill housing and helping the County to meet its housing production goals.

Section II. Urgency Findings. This ordinance is an urgency ordinance adopted pursuant to Government Code sections 25123(d) and 25131 that shall take effect immediately upon its approval by a four-fifths vote. The Board finds that adoption of this ordinance as an urgency measure is necessary because there is a current and immediate threat to the public peace, health, and safety from the severe lack of affordable housing available in the unincorporated County. The Board further finds and declares that adoption of this Ordinance is necessary to implement and comply with newly effective state laws related to accessory dwelling units (previously known as second dwelling units) and junior accessory dwelling units, and to further certain policies and programs set forth in the General Plan Housing Element. The following facts support the adoption of this Ordinance:

1. Sonoma County is experiencing a housing crisis. There is a severe lack of available rental housing in the unincorporated County that is affordable to lower-income and moderate-income residents. An increased supply of lower cost housing units is urgently needed to help address this crisis.
2. Urgency adoption of this ordinance is necessary to protect the public peace, health, and safety, because adoption of the ordinance will increase the supply of new, lower cost housing in the shortest possible time.
3. Immediate adoption of this ordinance is needed to ensure that the County regains authority to implement locally appropriate standards over the location and construction of accessory dwelling units. Effective January 1, 2017, a local ordinance that does not comply with the requirements of Government Code section 65852.2, as amended, is null and void, and only the default statewide standards set forth in section 65852.2 may be applied to accessory unit applications. Current County regulations relating to accessory dwelling units do not fully comply with section 65852.2. Accordingly, urgency adoption of this ordinance is necessary to protect the public peace, health, and safety, because the default state law standards do not consider local needs and limitations. The proposed ordinance brings the County's existing accessory dwelling unit regulations into

compliance with state law while also reflecting unique local constraints, including the critical need to protect groundwater quality and supply.

4. Urgency adoption of this ordinance will allow the County to immediately accept and begin processing accessory dwelling unit and junior accessory dwelling unit applications, thereby making new “affordable by design” housing units available as quickly as possible.

Section III. Amendments to Second Dwelling Unit Regulations. Section 26-88-060 (Second Dwelling Units) of the Sonoma County Code is amended as set forth in the attached Exhibit A.

Section IV. Amendments providing for junior accessory dwelling units. Section 26-88-061 (Junior Accessory Dwelling Units) is added to the Sonoma County Code as set forth in the attached Exhibit B.

Section V. Amendments to Definition of Terms. Section 26-02-140 (Definitions) of the Sonoma County Code is amended as set forth in the attached Exhibit C.

Section VI. Amendments to the AR, RR, and R1 Districts. Sections 26-16-010 (Agriculture Residential), 26-18-010 (Rural Residential), and 26-20-010 (Low Density Residential) of the Sonoma County Code are amended as set forth in the attached Exhibit D.

Section VII. Amendments to the Z Combining District. Article 76 (Second Unit Exclusion Combining District) of Chapter 26 of the Sonoma County Code is amended as set forth in the attached Exhibit E.

Section VIII. Environmental Determination. The Board finds that adoption of this ordinance is statutorily exempt from the California Environmental Quality Act (CEQA) pursuant to Public Resources Code section 21080.17, which provides, in pertinent part, that CEQA does not apply to adoption of an ordinance to implement the provisions of Government Code section 65852.2. This ordinance implements recent amendments to Government Code section 65852.2, and on that basis adoption of the ordinance is exempt from CEQA. Additionally or in the alternative, the Board determines that adoption of this ordinance is exempt from CEQA under CEQA Guidelines section 15061(b)(3), because it can be seen with certainty that there is no possibility that adoption of the ordinance may have a significant effect on the environment.

Section IX. Severability. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portion of this Ordinance. The Board of Supervisors hereby declares that it would have passed this Ordinance and every section, subsection, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

Section X. Pipeline Projects. Notwithstanding any other provision of this ordinance, the provisions of 26-88-060(i)(2)(i), this Ordinance shall not apply to a use permit application for an Accessory Dwelling Unit/Second Unit on a parcel between 1.5 and 1.99 acres in size, when said use permit application was accepted as complete for processing prior to January 1, 2017.

Section XI. Effective Date. This Ordinance shall be and the same is hereby declared to be in full force and effect immediately upon its passage by a four-fifths (4/5) vote. A fair and adequate summary of this ordinance was published at least five days prior to the public hearing, and an additional summary shall be published once before the expiration of fifteen (15) days after passage, with the names of the Supervisors voting for or against the same, in The Press Democrat, a newspaper of general circulation published in the County of Sonoma, State of California.

In regular session of the Board of Supervisors of the County of Sonoma, introduced, passed, and adopted this 24th day of January, 2017, on regular roll call of the members of said Board by the following vote:

SUPERVISORS:

Gorin: \_\_\_ Rabbitt: \_\_\_ Zane: \_\_\_ Gore: \_\_\_ Hopkins:\_\_\_

Ayes: \_\_\_\_\_ Noes: \_\_\_\_\_ Absent: \_\_\_\_\_ Abstain: \_\_\_\_\_

WHEREUPON, the Chair declared the above and foregoing Ordinance duly adopted and

SO ORDERED.

\_\_\_\_\_  
Chair, Board of Supervisors  
County of Sonoma

ATTEST:

\_\_\_\_\_  
Sheryl Bratton,  
Clerk of the Board of Supervisors

**Article 88. - General Exceptions and Special Use Standards and Bulk Exceptions—  
Building Lines.**

Sec. 26-88-060. - ~~Second-Accessory~~ dwelling units.

- (a) ~~(a)~~—Purpose. This section implements the requirements of Government Code Section 65852.2 and the provisions of the general plan housing element that encourage the production of affordable housing by means of ~~second-accessory~~ dwelling units.
- (b) ~~(b)~~—Applicability. ~~Second-Except as otherwise provided by this section, accessory~~ dwelling units shall be ministerially permitted only in compliance with the requirements of this section, and all other requirements of the applicable zoning district, ~~except as otherwise provided by this section,~~ in the following agricultural and residential zoning districts: LIA (Land Intensive Agriculture), LEA (Land Extensive Agriculture), DA (Diverse Agriculture), RRD (Rural Resources and Development), AR (Agricultural Residential), RR (Rural Residential), R1 (Low Density Residential), ~~and~~ R2 (Medium Density Residential), and R3 (High Density Residential). ~~Second-Accessory~~ dwelling units are prohibited in the Z (~~second-accessory~~ dwelling unit exclusion) combining district.
- (c) ~~(c)~~—Permit Requirements. A ministerial zoning permit (Section 26-92-170) shall be required for an ~~second-accessory~~ dwelling unit. Additionally, ~~second-accessory~~ dwelling units must comply with all other applicable building codes, fire codes, and requirements, including evidence of adequate septic capacity and water yield.
- (d) Appeals. Notwithstanding the provisions of Article 92 or any other provision of this Chapter, decisions to approve an application for an accessory dwelling unit that meets all applicable standards set forth in this article, and decisions to deny an application for failure to meet all applicable standards, are final and not subject to appeal.
- ~~(e)~~(e) Time Limits. Unless a longer timeframe is voluntarily requested by the applicant, the required zoning and building permits for an accessory dwelling unit shall be approved or denied within 120 days from submittal of an application that includes all materials required to process the permits.
- ~~(d)~~(f) ~~(d)~~—Use. ~~Second-Accessory~~ dwelling units may not be sold separately from the main unit or separated by subdivision, but may be rented separately. Occupant(s) need not be related to the property owner. Accessory dwelling units ~~Units~~ may not be rented on a transient occupancy basis (periods less than thirty (30) days). These requirements shall be included in a recorded deed restriction.
- ~~(e)~~(g) ~~(e)~~—Unit Type. An ~~second-accessory~~ dwelling unit may be attached or detached from the primary dwelling on the site. A detached ~~second-accessory~~ dwelling unit may also be a manufactured home on a permanent foundation, in compliance with Section 26-02-140.
- ~~(f)~~(h) ~~(f)~~—Timing. An ~~second-accessory~~ dwelling unit allowed by this section may be constructed prior to, concurrently with, or after construction of the primary dwelling.
- ~~(g)~~(i) ~~(g)~~—Density. As provided by Government Code Section 65852.2(b)(5), ~~second-accessory~~ dwelling units are exempt from the density limitations of the general plan, provided that no more than one (1) ~~second-accessory~~ dwelling unit may be located on any parcel. An ~~second-accessory~~ dwelling unit may not be located on any parcel already containing a dwelling unit that is non-conforming with respect to land use or density, or developed with a duplex, triplex, apartment or condominium.
- ~~(h)~~(j) ~~(h)~~—Site Requirements.



- (1) Water Availability.
- (i) Except as provided in subsection (b) of this section, an second accessory dwelling unit shall be permitted only in designated groundwater availability classification areas 1 or 2, or where public water is available.
  - (ii) An second accessory dwelling unit in a Class 3 groundwater availability area shall be permitted only if:
    - (A) The domestic water source is located on the subject parcel, or a mutual water source is available; and
    - (B) Groundwater yield is sufficient for the existing and proposed use, pursuant to Section 7-12 of this code.
  - (iii) ~~Second Accessory dwelling units shall not be established within designated Class 4 groundwater availability classification areas except where both requirements for Class 3 areas, above, are met and a groundwater report prepared by a qualified professional determines that the accessory dwelling unit would not result in a net increase in water use. On site water reduction may occur through implementation of water conservation measures, rainwater catchment or recycled water reuse system, water recharge project, or participation in a local groundwater management project. that there is no long-term or cumulative impact to groundwater resources. All applications for a zoning permit to allow a second dwelling unit within a Class 4 area shall be accompanied by a groundwater report containing information and analysis as specified by the director. Said report shall be prepared and certified by an appropriate licensed professional, specific for the subject site and the existing and proposed use, and the report must find and determine that:~~
    - ~~(A) Water yield will be sufficient year-round to serve both the primary and the secondary residential use; and~~
    - ~~(B) The establishment and continuation of the use will not result in significant impacts to local groundwater availability or yield, nor is it expected to have significant long-term or cumulative impacts.~~
- (2) Minimum Parcel Size.
- (i) An second accessory dwelling unit shall be permitted only on parcels with a minimum gross lot area of at least two (2) acres, except as provided for below:
    - ~~(A) An exception will be made to permit an affordable second dwelling unit on a parcel with a minimum of one and one-half (1.5) acres in gross lot area in designated Class 1 or 2 groundwater availability areas, provided that a use permit is first obtained.~~
    - ~~(B)~~(A) In designated urban service areas, where the parcel is served by public sewer, second accessory dwelling units shall be permitted only on parcels with a minimum gross lot area of at least ~~six thousand~~five thousand (65,000) square feet ~~with a zoning permit.~~
    - ~~(C) In designated urban service areas, where the parcel is served by public sewer, second dwelling units shall be permitted on parcels~~

~~with a gross lot area of at least five thousand (5,000) square feet, provided that a use permit is first obtained.~~

~~(j)(k)~~ (i) — Design and Development Standards.

- (1) Height. In designated urban service areas, an second-accessory dwelling unit shall not exceed sixteen feet (16') in height except that where the unit is attached to the primary unit, or where the second-accessory dwelling unit is proposed to be located above a garage, carport or barn, the maximum height shall be that established for the primary dwelling in the underlying zoning district. In no case shall the provision of an second-accessory dwelling unit result in a substantial reduction in solar access to surrounding properties.
- (2) Design. The second-accessory dwelling unit shall be similar or compatible in character to the primary residence on the site and to the surrounding residences in terms of roof pitch, eaves, building materials, colors and landscaping. Accessory units located within the SR (Scenic Resources) combining district shall be designed to meet the requirements in 26-24-020 (Community Separators and Scenic Landscape Units) or 26-24-030 (Scenic Corridors). Accessory units within the HD (Historic District) combining district shall meet the requirements of Section 26-68-025 (Standards Governing Decisions of County Landmarks Commission). However, review of accessory units within the HD combining district shall be completed administratively by the Director or his/her designee without public hearing. Accessory units located within the LG (Local Guidelines) Combining District shall meet the standards of Article 63 (LG Local Guidelines Combining District). Otherwise, no other design standards shall apply. Second-Accessory dwelling units shall also meet all other standards set forth in any applicable combining district, specific plan or area plan, or local area development guidelines. Nothing in this subsection shall be construed to require discretionary review or permits for an accessory unit.
- (3) Size. An second-accessory unit shall not exceed ~~eight hundred forty (840)one thousand (1,000)~~ square feet in floor area ~~unless a use permit is first obtained to allow up to one thousand (1,000) square feet~~ and shall not be larger than the single-family dwelling.
  - (i) (i) — Calculating the Size of Second-Accessory Dwelling Units. Floor area shall be calculated by measuring the exterior perimeter of the second accessory dwelling unit and the length of any common walls. In the case of straw bale or similar construction, floor area may be calculated using interior dimensions. Any storage space or other enclosed areas attached to the second-accessory dwelling unit shall be included in the size calculation, except: a) an attached garage, as described in subsection (i)(3)(ii) of this section; or b) where the second-accessory dwelling unit is constructed over or attached to an unconditioned accessory structure, as described in subsection (i)(3)(iii) of this section.
 

Second-Accessory dwelling units located above garages of greater than 400 square feet shall be accessed through an exterior staircase only. Wherever an second-accessory dwelling unit is located above a garage, the total enclosed floor area of the second floor may not exceed one thousand (1,000) 840 square feet.

~~(ii)~~ (ii)—Allowable Garage Area. An attached garage up to four hundred (400) square feet in unconditioned floor area shall be permitted for an second-accessory dwelling unit provided that all required setbacks are met. No conditioned space shall be allowed within the garage area. An access door between the attached garage and the second-accessory dwelling unit may be provided. A deed restriction shall be recorded limiting the floor area of the second-accessory dwelling unit to eight hundred forty (840) one thousand (1,000) square feet, and declaring that no portion of the attached garage is to be utilized as a part of the conditioned residential space.

~~(ii)(iii)~~

~~(iii)~~—Units Attached to Accessory Structures. Notwithstanding subsection (i)(3)(ii) above, an second-accessory dwelling unit may be located above or attached to a garage of more than four hundred (400) square feet, or a barn or other unconditioned accessory structure only where the garage or accessory structure clearly serves the primary residential or agricultural use of the property. In such cases, access to the second-accessory dwelling unit from the garage or accessory structure shall be provided by an exterior entrance only. Access doors between the attached structure and the second-accessory dwelling unit are prohibited. Second-Accessory dwelling units located above unconditioned accessory structures and garages of greater than four hundred (400) square feet shall be accessed through an exterior staircase only. Wherever an second-accessory dwelling unit is located above an unconditioned accessory structure or garage of greater than four hundred (400) square feet, the total enclosed floor area of the second floor may not exceed eight hundred forty (840) one thousand (1,000) square feet. A deed restriction shall be recorded limiting the floor area of the second-accessory dwelling unit to eight hundred forty (840) one thousand (1,000) square feet, and declaring that no additional portion of the structure may be enclosed, converted, or utilized as conditioned or habitable space.

(4) Lot Coverage Limitation. The total lot coverage for parcels developed with an second-accessory dwelling unit shall not exceed that allowed within the applicable zoning district in which the parcel is located.

(5) Setback and Location Requirements.

~~(i)~~ (i)—An second-accessory dwelling unit and any attached or detached garage must comply with the setback requirements of the applicable zoning district and combining districts in which the second-accessory dwelling unit is located, with the following exceptions:

(A) except that tThe rear yard setback for second-accessory dwelling units located in urban service areas within zone districts RR, R1, and R2, and R3 shall be reduced to five feet (5').

(B) In the case of an existing legal structure that is nonconforming with respect to setbacks, yard requirements may be reduced through use permit approval in order to allow the legal conversion of the existing structure for use as a second dwelling unit.

(B) Setbacks for an accessory dwelling unit converted from a legal, permitted garage shall be reduced to zero feet (0'). Side and rear

yard setbacks for an accessory dwelling unit constructed above a garage shall be reduced to five feet (5').

- ~~(i)~~ ~~(ii)~~ ~~In the case of a second dwelling unit in a rural zone district that is located more than one hundred feet (100') from the primary dwelling, the second dwelling unit shall maintain minimum front, rear and side setbacks of sixty feet (60'), unless otherwise provided through use permit.~~

(6) Access and Parking Requirements.

- ~~(i)~~ ~~(i)~~ ~~Driveway Access. Both the primary unit and the second accessory dwelling unit shall are strongly encouraged to be served by one common, all-weather surface access driveway with a minimum width of twelve feet (12'), connecting the second accessory dwelling unit to a public or private road. The requirement for a single driveway connection may be waived in each of the following instances if the director determines that the waiver of the requirement would not be detrimental to the public health, safety or general welfare:~~

- ~~(ii)~~ ~~(A)~~ ~~Where an applicant seeks to convert an existing structure to use as an second accessory dwelling unit, and that structure was served by an access driveway separate from the primary dwelling;~~  
~~or~~

- ~~(B)~~ ~~Where the applicant can show that there are already two (2) legally established access driveways to the parcel that are available to serve the primary and secondary accessory dwelling units separately; or~~

- ~~(C)~~ ~~Where the parcel is split by a public or private road, or where the parcel has frontage on two (2) roads (public or private); or~~

- ~~(D)~~ ~~Where the applicant demonstrates an alternative access design that provides an overall reduction in the expanse of driveway area is preferable.~~

- ~~(i)~~ ~~(ii)~~ ~~Parking Required. One (1) off-street parking space with an all-weather surface shall be provided for the exclusive use of the second accessory dwelling unit, in addition to the parking that is required for the primary dwelling. The parking space for the second accessory dwelling unit may be allowed in the driveway and in tandem not be provided within a required front yard setback. Required parking shall be waived if:~~

- ~~(A)~~ ~~The parcel containing the accessory dwelling unit is within ½ mile of a public transit stop; or~~

- ~~(B)~~ ~~The accessory dwelling unit is located within the HD (Historic District) combining zone; or~~

- ~~(C)~~ ~~The accessory dwelling unit is part of the existing single-family dwelling or an existing accessory structure; or~~

- ~~(D)~~ ~~On-street parking permits are required but not offered to the occupant of the accessory dwelling unit; or~~

- ~~(A)(E)~~ ~~A car share vehicle is located within one block of the property in which the accessory dwelling unit is located.~~



- (ii) Doorways. No connecting doorways between the ~~second~~accessory dwelling unit and the main unit, except for a shared laundry room or vestibule; and
- (iii) Yard. Provision of a separate yard or open space area from that of the main dwelling. For ~~second~~accessory dwelling units located above other structures, this requirement may be met through the provision of a deck with no dimension of less than six (6) feet.

26-88-061 – Junior Accessory Dwelling Units

- (a) Purpose. Consistent with Government Code Section 65852.22, this section implements the provisions of the General Plan Housing Element that encourage the production of affordable housing.
- (b) Applicability. Junior accessory dwelling units shall be permitted only in compliance with the requirements of this section, and all other requirements of the applicable zoning district, except as otherwise provided by this section, in the following zoning districts: LIA (Land Intensive Agriculture), LEA (Land Extensive Agriculture), DA (Diverse Agriculture), RRD (Resources and Rural Development), TP (Timber Production), AR (Agricultural Residential), RR (Rural Residential), R1 (Low Density Residential), R2 (Medium Density Residential), R3 (High Density Residential), PC (Planned Community), CO (Administrative and Professional Office), C1 (Neighborhood Commercial), C2 (Retail Business and Service), C3 (General Commercial), LC (Limited Commercial), CR (Commercial Rural), AS (Agricultural Services), K (Recreation and Visitor-Serving Commercial), MP (Industrial Park), M1 (Limited Urban Industrial), M2 (Heavy Industrial), and M3 (Limited Rural Industrial) zoning districts. This section does not apply to accessory dwelling units, which are regulated by section 26-88-060.
- (c) Permit Requirements and Fees. A building permit shall be required for a junior accessory dwelling unit. A junior accessory dwelling unit shall not be considered a separate or new dwelling unit for purposes of applying building codes, fire codes, well and septic requirements, collection of impact fees, or the provision of water, sewer, and power, including connection fees that might otherwise be associated with the provision of those services.
- (d) Time Limits. Unless a longer timeframe is voluntarily requested by the applicant, the required zoning and building permits for an accessory dwelling unit shall be approved or denied within 120 days from submittal of an application that includes all materials required to process the permits.
- (e) Use. Junior accessory dwelling units may not be sold separately from the single-family dwelling, but may be rented separately. Occupant(s) need not be related to the property owner. Junior accessory dwelling units may not be rented on a transient occupancy basis (less than thirty (30) days). The single-family dwelling must be owner-occupied, but the owner may reside in either the junior accessory dwelling unit or the remaining portion of the single-family dwelling. This owner-occupancy requirement does not apply to single-family dwellings owned by a public agency, land trust, or non-profit housing organization.
- (f) Timing. A junior accessory dwelling unit allowed by this section must be installed after construction of the single-family dwelling.
- (g) Density. As provided by Government Code section 65852.22(d) and (e), junior accessory dwelling units are not considered new or separate dwelling units and, therefore, are exempt from the density limitations of the General Plan. No more than one junior accessory dwelling unit may be located on a parcel.
- (h) Design and Development Standards. Junior accessory dwelling units shall conform with the development standards of the base zoning district. In addition, junior accessory dwelling units shall meet the following standards.

- (1) Size. A junior accessory dwelling unit shall not exceed five hundred (500) square feet in floor area. If the bathroom is shared with the remainder of the single-family dwelling, it shall not be included in the square footage calculation.
  - (2) Location. A junior accessory dwelling unit shall be installed within a legally established bedroom within the existing walls of a fully permitted single-family dwelling. In the case of a legal, non-conforming single-family dwelling unit, the applicant must demonstrate adequate septic capacity for the bedroom count and utilize an existing, fully permitted bathroom.
  - (3) Access. A separate entrance to the junior accessory dwelling unit shall be provided, and interior access to the remainder of the single-family dwelling shall be maintained. Two doors may be installed within one frame for noise attenuation.
  - (4) Kitchen. A junior accessory dwelling unit shall contain an efficiency kitchen, as defined in Section 26-02-140. The efficiency kitchen must be removed when the junior accessory dwelling unit use ceases.
  - (5) Sanitation. A junior accessory dwelling unit may include a full bathroom, or the occupant(s) may use a full bathroom inside the remainder of the single-family dwelling.
  - (6) Parking. A parking space is not required for the junior accessory dwelling unit.
- (i) Deed Restriction. A deed restriction shall be recorded that: prohibits the subdivision or sale of the junior accessory dwelling unit separate from the single-family dwelling; specifies that the deed restriction runs with the land and is therefore enforceable against future property owners; restricts the size and features of the junior accessory dwelling unit in accordance with this section; prohibits the junior accessory dwelling unit from being rented on a transient occupancy basis (less than thirty (30) days); and further that the County shall be a third party beneficiary of the deed restriction with the right to enforce the provisions of the deed restriction.



## 26-02-140 – Definitions

**Accessory Dwelling dwelling unit, second.** ~~means~~ An attached or detached residential dwelling unit provided in compliance with Sections 26-88-060 and 26C-325.1, which unit provides complete independent living facilities for one (1) or more persons, and includes separate permanent provisions for entry, living, sleeping, eating, cooking and sanitation on the same parcel as a single-family dwelling (Government Code § 65852.2). An second accessory dwelling unit may also be provided as an efficiency dwelling unit (Health & Safety Code § 17958.1) and/or a manufactured home (Health & Safety Code § 18007), as defined in this section.

**Residential community Community care facility.** ~~means a home licensed by the state which is regularly used as a community care facility, health facility, care facility for the elderly or alcoholism recovery facility (as defined by the California Health and Safety Code); or facilities for the mentally disordered, handicapped persons or dependent and neglected children (as defined by the California Welfare and Institutions Code). A facility, place, or building that is maintained and operated to provide non-medical residential care, which may include home finding and other services, for children and/or adults, including: the physically handicapped; mentally impaired, mentally disordered, or incompetent; developmentally delayed or disabled; court wards and dependents; neglected or emotionally disturbed children; the addicted; and the aged.~~

- (a) **Small residential-community care facility** means a ~~residential-community~~ care facility serving six (6) or fewer persons.
- (b) **Large residential-community care facility** means a ~~residential-community~~ care facility serving seven (7) or more persons.

**Efficiency dwelling unit.** ~~means a~~ A small, self-contained dwelling unit containing a habitable room of not less than seventy (70) two hundred twenty (220)-square feet of floor area and a minimum horizontal dimension of 7 feet. Bathrooms, toilet rooms, closets, halls, storage or utility spaces and similar areas are not considered habitable rooms. An additional one hundred (100) square feet of floor area within the unit shall be provided for each occupant of such a unit in excess of two (2) occupants.

An efficiency dwelling unit not provided as a part of an SRO or similar living arrangement, as provided by ordinance, must include the following facilities ~~(2001 CBC 310.6.3):~~

- (a) A separate closet;
- (b) A separate bathroom, containing a water closet, lavatory, and bathtub or shower; and
- (c) Kitchen facilities, including a sink, cooking appliance and refrigeration facilities.

**Efficiency kitchen.** A removable kitchen that contains a sink with a maximum waste line diameter of 1.5 inches; cooking appliances that do not require natural gas, propane, or electrical service greater than 120 volts; a limited food preparation counter; and storage cabinets. The entire kitchen shall not exceed six (6) lineal feet, except that if existing counter space is being converted to efficiency kitchen use then the counter space shall not exceed eight (8) lineal feet.

**Junior accessory dwelling unit.** A living space not exceeding five hundred (500) square feet in size and contained entirely within a legally established bedroom within the walls of an existing, fully permitted single-family dwelling. A junior accessory dwelling unit shall include an

efficiency kitchen, and may include separate sanitation facilities or share sanitation facilities with the existing structure.

Section 26-04-010 – Permitted Uses.

~~(h)(10) One (1) second-accessory dwelling unit per lot, pursuant to [Section 26-88-060](#), provided that the water supply for the second dwelling unit is proposed to be located within a designated Class 1, 2 or 3 groundwater availability area. Second units may be established within designated Class 4 water-scarce areas only where a hydrogeology report, as defined, certifies that the establishment and continuation of the secondary residential use will not have significant adverse impacts on local or cumulative groundwater availability or yield. Second-Accessory dwelling units are not permitted on land subject to a Williamson Act contract;~~

(n) One junior accessory dwelling unit per lot, pursuant to Section 26-88-061.

Section 26-06-010 – Permitted Uses.

~~(h)(10) One (1) second-accessory dwelling unit per lot, pursuant to [Section 26-88-060](#), provided that the water supply for the second dwelling unit is proposed to be located within a designated Class 1, 2 or 3 groundwater availability area. Second units may be established within designated Class 4 water-scarce areas only where a hydrogeology report, as defined, certifies that the establishment and continuation of the secondary residential use will not have significant adverse impacts on local or cumulative groundwater availability or yield. Second-Accessory dwelling units are not permitted on land subject to a Williamson Act contract;~~

(r) One junior accessory dwelling unit per lot, pursuant to Section 26-88-061.

Section 26-08-010 – Permitted Uses.

~~(h)(9) One (1) second-accessory dwelling unit per lot, pursuant to [Section 26-88-060](#), provided that the water supply for the second dwelling unit is proposed to be located within a designated Class 1, 2 or 3 groundwater availability area. Second units may be established within designated Class 4 water-scarce areas only where a hydrogeology report, as defined, certifies that the establishment and continuation of the secondary residential use will not have significant adverse impacts on local or cumulative groundwater availability or yield. Second-Accessory dwelling units are not permitted on land subject to a Williamson Act contract;~~

(q) One junior accessory dwelling unit per lot, pursuant to Section 26-88-061.

Section 26-10-010 – Permitted Uses.

~~(m)(7) One (1) second-accessory dwelling unit per lot, pursuant to [Section 26-88-060](#), provided that the water supply for the second dwelling unit is proposed to be located within a designated class 1, 2 or 3 groundwater availability area. Second units may be established within designated class 4 water-scarce areas only where a hydrogeology report, as defined, certifies that the establishment and continuation of the secondary residential use will not have significant adverse impacts on local or cumulative groundwater availability or yield. Second-Accessory dwelling units are not permitted on land subject to a Williamson Act contract.~~

(kk) One junior accessory dwelling unit per lot, pursuant to Section 26-88-061.

Section 26-14-010 – Permitted Uses.

(tt) One junior accessory dwelling unit per lot, pursuant to Section 26-88-061.

Section 26-16-010 – Permitted Uses.

(aa) One (1) ~~second accessory dwelling unit per lot, pursuant to [Section 26-88-060](#), provided that the water supply for the second dwelling unit is proposed to be located within a designated Class 1, 2 or 3 groundwater availability area. Second units may be established within designated Class 4 water scarce areas only where a hydrogeology report, as defined, certifies that the establishment and continuation of the secondary residential use will not have significant adverse impacts on local or cumulative groundwater availability or yield.~~ Second Accessory dwelling units are not permitted on land subject to a Williamson Act contract;

(ff) One junior accessory dwelling unit per lot, pursuant to Section 26-88-061.

Section 26-18-010 – Permitted Uses.

(v) One (1) ~~second accessory dwelling unit per lot, pursuant to [Section 26-88-060](#), provided that the water supply for the second dwelling unit is proposed to be located within a designated Class 1, 2 or 3 groundwater availability area. Second units may be established within designated Class 4 water scarce areas only where a hydro-geotechnical report, as defined, certifies that the establishment and continuation of the secondary residential use will not have significant adverse impacts on local or cumulative groundwater availability or yield;~~

(ff) One junior accessory dwelling unit per lot, pursuant to Section 26-88-061.

Section 26-20-010 – Permitted Uses.

(e) One (1) ~~second accessory dwelling unit per lot, provided that all criteria of [Section 26-88-060](#) are met. Such criteria include, but are not limited to, setbacks and yard requirements;~~

(z) One junior accessory dwelling unit per lot, pursuant to Section 26-88-061.

Section 26-22-010 – Permitted Uses.

(p) One (1) ~~second accessory dwelling unit per lot, pursuant to Sections [26-88-060](#) and [26C-325.1](#);~~

(u) One junior accessory dwelling unit per lot, pursuant to Section 26-88-061.

Section 26-24-010 – Permitted Uses.

(e) One (1) ~~second accessory dwelling unit per lot, provided that all criteria of [Section 26-88-060](#) are met. Such criteria include, but are not limited to, setbacks and yard requirements;~~

(t) One junior accessory dwelling unit per lot, pursuant to Section 26-88-061.

26-26-030 – Permitted Uses.

(j) One junior accessory dwelling unit per lot, pursuant to Section 26-88-061.

26-28-010 – Permitted Uses.

(n) One junior accessory dwelling unit per lot, pursuant to Section 26-88-061.

26-30-010 – Permitted Uses.

(q) One junior accessory dwelling unit per lot, pursuant to Section 26-88-061.

26-32-010 – Permitted Uses.

(s) One junior accessory dwelling unit per lot, pursuant to Section 26-88-061.

26-34-010 – Permitted Uses.

(ff) One junior accessory dwelling unit per lot, pursuant to Section 26-88-061.

26-36-010 – Permitted Uses.

(aa) One junior accessory dwelling unit per lot, pursuant to Section 26-88-061.

26-38-010 – Permitted Uses.

(l) One junior accessory dwelling unit per lot, pursuant to Section 26-88-061.

26-40-010 – Permitted Uses.

(t) One junior accessory dwelling unit per lot, pursuant to Section 26-88-061.

26-42-010 – Permitted Uses.

(t) One junior accessory dwelling unit per lot, pursuant to Section 26-88-061.

26-44-010 – Permitted Uses.

(u) One junior accessory dwelling unit per lot, pursuant to Section 26-88-061.

26-46-010 – Permitted Uses.

(t) One junior accessory dwelling unit per lot, pursuant to Section 26-88-061.

26-48-010 – Permitted Uses.

(y) One junior accessory dwelling unit per lot, pursuant to Section 26-88-061.

26-50-010 – Permitted Uses.

(r) One junior accessory dwelling unit per lot, pursuant to Section 26-88-061.

**Article 76. - Z ~~Second~~ Accessory Dwelling Unit Exclusion Combining District.**

**Sec. 26-76-005. - Purpose.**

Purpose: the purpose of this district is to provide for the exclusion of ~~second~~ accessory dwelling units in the following areas:

- (a) Areas where there is an inadequate supply of water for drinking or firefighting purposes;
- (b) Areas where there are inadequate sewer services or danger of groundwater contamination;
- (c) Areas where the addition of ~~second~~ accessory dwelling units would contribute to existing traffic hazards or increase the burden on heavily impacted streets, roads or highways; and
- (d) Areas where, because of topography, access or vegetation, there is a significant fire hazard.

**Sec. 26-76-010. - Permitted uses.**

All uses permitted in the respective district with which the Z district is combined shall be permitted in the Z district, except for the establishment, placement or construction of an ~~second~~ accessory dwelling unit otherwise authorized by Section 26-92-040.

County of Sonoma  
Santa Rosa, California

December 15, 2016  
ORD16-0002 Misti Harris

RESOLUTION OF THE PLANNING COMMISSION, COUNTY OF SONOMA, STATE OF CALIFORNIA, RECOMMENDING TO THE BOARD OF SUPERVISORS AMEND CHAPTER 26 OF THE SONOMA COUNTY CODE TO REVISE PROVISIONS RELATING TO SECOND DWELLING UNITS, ADOPT REGULATIONS FOR JUNIOR ACCESSORY DWELLING UNITS, AND REVISE HOUSING-RELATED DEFINITIONS.

WHEREAS, on December 2, 2014, the Board of Supervisors adopted the 2014 Housing Element, which sets forth policies and programs intended to remove constraints and to promote the development of additional affordable housing and special needs housing within the County of Sonoma; and

WHEREAS, adoption of the changes to the Zoning Ordinance is necessary to achieve consistency with the General Plan Housing Element, as required by law; and

WHEREAS, in September 2016 the State legislature adopted Senate Bill 1069 and Assembly Bill 2299, which amend residential second dwelling unit provisions of Government Code section 65852.2, and require local agencies to implement certain additional requirements to reduce regulatory constraints and encourage construction of accessory dwelling units, and to facilitate infill housing in response to a severe housing shortage that particularly impacts lower and middle income households; and

WHEREAS, in September 2016 the State Legislature adopted AB 2406, which adds junior accessory dwelling unit provisions in Government Code section 65852.22 and allows local agencies to implement regulations for permitting and construction of junior accessory dwelling units, to facilitate reutilization of space within existing single-family dwellings in response to a severe housing shortage; and

WHEREAS, the proposed amendments will not allow for, or encourage any more development than is already anticipated under the County's existing General Plan, or otherwise allow for or promote physical changes in the environment and, therefore, it can be seen with certainty that there is no possibility that the proposed amendments may have a significant effect on the environment; and

WHEREAS, in accordance with the provisions of law, a duly noticed public hearing was held on December 15, 2016, by the Planning Commission at which time all interested persons were given an opportunity to be heard.

NOW THEREFORE BE IT RESOLVED that the Planning Commission does make the following findings:

1. Adoption of the Ordinance, including its amendments to reduce barriers to constructing accessory dwelling units, is a necessary and appropriate measure to increase the number of such units that are affordable by design, without the increased administrative burden that would otherwise be imposed by the requirement for long-term affordability restriction contract, and to achieve compliance with SB 1069 and AB 2299.

2. Adoption of the Ordinance, including its amendment to allow junior accessory dwelling units, is consistent with AB 2406 and is a necessary and appropriate measure to increase the number of such units that are affordable by design, without the increased administrative burden that would otherwise be imposed by the requirement for long-term affordability restriction contracts.
3. Adoption of the Ordinance, including its amendments to revise and add definitions of terms, is a necessary and appropriate means of implementing State laws set forth in SB 1069, AB 2299, AB 2406, and in Health and Safety Code section 1502.
4. The project is exempt from CEQA pursuant to CEQA Guidelines section 15061(b)(3), because adoption of the Ordinance will not cause physical changes or significant impacts to the environment. The Code revisions enacted by the Ordinance will strictly update current zoning requirements relating to construction of new accessory dwelling units, which are currently allowed by right in most residential districts; will modify or add definition of terms consistent with State law; and will add new provisions for junior accessory dwelling units to be constructed within existing single-family dwelling units, as authorized by State law.

BE IT FURTHER RESOLVED that the Planning Commission recommends that the Board of Supervisors adopt the proposed amendments to Chapter 26 of the Sonoma County Code.

BE IT FURTHER RESOLVED that the Planning Commission designates the Secretary as the custodian of the documents and other material which constitute the record of the proceedings upon which the Commission's decision herein is based. These documents may be found at the Permit and Resource Management Department, 2550 Ventura Avenue, Santa Rosa, California 95403.

THE FOREGOING RESOLUTION was introduced by Commissioner Cook, who moved its adoption, seconded by Commissioner Fogg, and adopted on roll call by the following vote:

Commissioner Fogg	Aye
Commissioner Tamura	Aye
Commissioner Cook	Aye
Commissioner Mauritson	Aye
Commissioner Lynch	Aye

Ayes: 5      Noes: 0      Absent: 0      Abstain: 0

WHEREUPON, the Chair declared the above and foregoing Resolution duly adopted; and

SO ORDERED.





# **Sonoma County Combined Planning Commission and Board of Zoning Adjustments**

## **DRAFT MINUTES**

Sonoma County Permit and Resource Management Department  
2550 Ventura Avenue, Santa Rosa, CA 95403  
(707) 565-1900 FAX (707) 565-1103

Date: December 15, 2016  
Meeting No.: 16-09

### **ROLL CALL**

Dick Fogg  
Todd Tamura  
Paula Cook  
Cameron Mauritsen  
Tom Lynch, Chair

### **STAFF MEMBERS**

Jennifer Barrett  
Vanessa Starr  
Misti Harris  
McCall Miller, Secretary  
David Hurst, County Counsel

**1:00 PM** Call to order and Pledge of Allegiance.

## **BOARD OF ZONING ADJUSTMENTS REGULAR CALENDAR**

Item No.: 1  
Time: 1:05 PM  
File: ZPE16-0108  
Applicant: Permit Sonoma Director  
Owner: Charlie Woods  
Cont. from: N/A  
Staff: Vanessa Starr  
Env. Doc: Categorically Exempt  
Proposal: The Permit Sonoma Director requests that the Board of Zoning Adjustments review the subject vacation rental permit to determine if the operation of the vacation rental constitutes a nuisance pursuant to Section 26-92-120 of the Sonoma County Code.  
Location: 436 Laguna Vista Road, Santa Rosa  
APN: 130-491-030  
District: 5  
Zoning: (RR) Rural Residential B6 2 (2 acre density), VOH (Valley Oak Habitat)  
Action: Permit voided at Owner's request.

Commissioner comments.

## PLANNING COMMISSION REGULAR CALENDAR

Item No.: 4  
Time: 2:00 PM  
File: ORD16-0002  
Applicant: County of Sonoma  
Owner: Various  
Cont. from: N/A  
Staff: Misti Harris  
Env. Doc: Categorically Exempt  
Proposal: Amend Zoning Code to implement State law requirements for accessory dwelling units and to allow junior accessory dwelling units within an existing legal bedroom in existing residences.  
Location: County-wide  
APN: All  
District: All  
Zoning: Various

Staff presentation.

Commissioner questions.

Commissioner Cook: In doing research for tiny homes projects, we've found Portland does not charge water/sewer connection fees for ADUs. There seems to be vague language for connection fees here. Sometimes the biggest hurdle is the cost of connection fees. The language is not clear. What are the fees? Fees can be an impediment to affordable housing.

Staff Harris: PRMD does not charge connection fees. The utility districts charge those fees and PRMD collects them.

Deputy Director Barrett: Oregon funds many public facilities through property taxes. We cannot do that after Proposition 13. For existing structures a connection fee cannot be charged, nor can we require a separate connection line.

Commissioner Cook: Is this going to be viable and affordable if the fees are outrageous? Who interprets the ordinance to determine the fees? Smaller units should not be charged the same fees of bigger lots, rooms, etc.

Staff Harris: Planning staff will determine if an applicant falls in the category of an existing structure or the traditional route, which will then determine which fees are applied.

Deputy Director Barrett: The Board of Supervisors does not have discretion over connection fees with the sanitation districts and other utilities. Fee studies are needed to establish fees and are adopted by the Board of Directors for each district.

Commissioner Cook: The aim of the Tiny Homes pilot program to make things easier for people in the future. Having fees that are more appropriate for small structures is important.

Deputy Director Barrett: We do not have the authority to adjust the fees. We may make a recommendation to the Board of Supervisors to look at fee schedules the sanitation districts.

Community Lynch: Currently we charge a certain amount per square foot for a house, but just one hook-up fee despite the size of the house.

Commissioner Cook: It is appropriate to make a strong recommendation. Regarding the exterior stairway requirement above a garage - is that because of Fire conditions? The cost is more expensive for an exterior staircase.

Deputy Director Barrett: The exterior requirement is mainly for use as a second unit. A stairwell inside a garage makes it more accessible for the original dwelling and for storage. An outdoor stairwell and doorway implies another unit.

Commissioner Tamura: Does the maximum size of an ADU at 1,000 square feet apply to new units and not existing units?

Staff Harris: It applies to newly designated ADUs, being either new construction or a converted structure designated as an accessory unit.

Commissioner Lynch: Can the Z overlay be removed with a Use Permit?

Staff Harris: It cannot. The Z overlay is a legislative action. It is the zoning designation on a property. It would require a rezone and go before the Planning Commission and the Board of Supervisors for approval, with a potential cost of \$8000 – \$10,000.

Commissioner Lynch: Do we have some flexibility with the size of an efficiency kitchen?

Staff Harris: No. If you do, it shall include the outlined stipulations with the efficiency as defined by State law. The Sonoma County Junior Unit Ordinance has to be consistent with State law.

Commissioner Cook: Regarding Junior Unit regulations - can the inside door to the home be a lockable door?

Staff Harris: Yes. One may use the double door style, like in hotel rooms.

Commissioner Lynch: Is the refrigerator limited in size also?

Staff Harris: After reviewing the law, there does not seem to be limitations on the size of the refrigerator but there is no gas cooking.

Commissioner Cook: Regarding the deed restriction - what else is included in that?

Staff Harris: The size of the unit and that it has to stay an accessory unit not useable for transient occupancy. It may not be built larger than that size or expanded.

Commissioner Cook: How does enforcement work in the case of people who use it for a vacation rental? Do neighbors complain?

Staff Harris: It is complaint based enforcement.

Deputy Director Barrett: We will have ongoing monitoring of this program. We currently survey accessory units to ensure they are maintaining affordability. The Community Development Commission works with us. This law is city-centric. Intended to apply in R1 zoning where it's easy to convert existing dwellings as they are already hooked up. In the unincorporated areas, the well tests make things difficult. It can be problematic to apply it to Rural Residential zones with sewer and water testing.

Commissioner Mauritsen: Junior units don't require additional parking? Is there a big expense in getting more parking?

Staff Harris: State law says we cannot require that.

Commissioner Mauritsen: What is the Z overlay?

Staff Harris: The Z overlay is a combining district where accessory units are not allowed. There are some large areas of the County with that designation.

Deputy Director Barrett: There are several reasons for the Z overlay. Accessory units were not allowed in many agricultural areas or areas that are water scarce. We don't want there to be a population explosion in those areas and would rather limit the uses to agricultural support uses, agricultural employee housing, etc. Also, areas with the Z overlay tend to be those in subdivisions with clusters of one acre lots. Contamination of ground water is a risk, such as what happened with Canon Manor. Maybe one house wouldn't make a difference but many houses could.

Commissioner Lynch: What about Rural Residential in an Urban Service Area? Is that okay? Would accessory units be allowed there?

Deputy Director Barrett: Yes.

Commissioner Lynch: What about a Class 3 Septic System serving an existing three-bedroom house? Can they support a junior unit?

Staff Harris: If it is already an existing legal bedroom. There would be no more impact to the site.

Public hearing opened at 3:59 PM

Bill Schalich (2770 Woolsey Road): We saw an ad in the paper about this and we are very excited. We live in an area zoned Land Intensive Agriculture. We want to make an accessory unit work on our property. Can I change the zone?

Staff Harris: The Commission may add additional zones today, but this ordinance is new, so we want to start conservatively. Deferring to the Commission, you have the option to add other zones. We want to comply with State law and build from there. We'd prefer not to trigger environmental reviews right away.

Commissioner Lynch: The Planning Commission may be able to add more zones in the future?

Staff Harris: Absolutely.

Commissioner Lynch: If we approve Land Intensive Agriculture and it proves to be a problem, can we later rescind? How hard is it to change it back?

Staff Harris: It is difficult to remove that option from people.

Bill Schalich: May I build a guest house though? I would prefer not to build a second unit. It would be cheaper to adjust things in my current house.

Deputy Director Barrett: This hearing was not noticed for other zones. We would have to do another evaluation of that. We did not contemplate opening this up to agricultural zones at this time. A guest house is allowed provided septic requirements are met. A guest house has no kitchen.

County Counsel Shaw: Junior units and accessory units were intended to be zoned for single family residential use.

Public hearing closed at 4:08 PM.

Commissioner discussion.

Commissioner Fogg: We received a question from Montoya Associates. Did we respond to his question?

Staff Harris: Yes, I did respond. We do not have that opportunity for discretion anymore.

Commissioner Cook: What if someone's property is 4,995 square feet in size?

Staff Harris: If it is not 5000 square feet, it is not going to work. This is a ministerial permit process. We have no discretion. A property owner may want to hire a surveyor to measure and determine exactly what they have.

Commissioner Lynch: Staff is recommending 1,000 square feet. Opinions?

Commissioner Cook: I think that is appropriate and affordable. When you go bigger than that, it stops being affordable.

Commissioner Lynch: I think a 1,200 square foot house can be affordable.

Commissioner Tamura: I live in a 1,200 square foot house and it is not inexpensive. Neither is my neighbor's 1,000 square foot house.

Public hearing reopened at 4:17 PM.

Commissioner Cook to Shawn Montoya: Do you think that 1,200 square feet is more flexible, given the circumstances you encounter on a frequent basis? Because that exceeds the 1,000 square foot threshold where you wouldn't need to enter into an agreement with the Community Development Commission, would your clients who want the bigger home and want the other to be the accessory unit, would they enter that agreement if they could get the 1,200 square feet instead of the 1,000 square feet? Is one size more favorable than other?

Shawn Montoya: In a general or broad sense, bigger is better. It is not unusual for people to buy big parcels with an existing house and say, what are we going to do with it?

Deputy Director Barrett: The 1,000 square foot allowance for the affordable housing restriction can no longer be placed on applicants due to the new legislation.

Shawn Montoya: Proximity is a non-starter in some cases. Location of the house that is closer to the neighbors than the main house can be a deal breaker.

Public hearing closed at 4:30 PM.

County Counsel Shaw: The draft ordinance and State legislation pertain to existing accessory structures and existing dwelling unit conversions. Be careful to distinguish between existing accessory structures and existing dwelling units. You may want to consider doing a carve out where there's an existing primary residence, which is proposed for a conversion to an accessory dwelling unit and if it's existing legal as of January 1, 2017 it might be converted to accessory dwelling unit without regard to setbacks because it's already permitted legal.

Deputy Director Barrett: I would ask the Commission to consider the difference between rural lots and urban lots. 1,200 square feet is very large to fit into urban areas.

Commissioner Lynch: Could we differentiate between sizes in different zoning areas?

Deputy Director Barrett: The question is what are we trying to achieve?

Commissioner Mauritsen: Let's stay clear on our intention to incentivize moderate housing. We should focus on that instead of small circumstances.

Commissioner Cook: I think the legislation's intention is to accelerate affordable housing without the need for use permits. What can we legally do? Are we constrained with our ideas?

County Counsel Shaw: I don't think you're directly constrained. The Bill was drafted with urban settings in mind and did not consider rural issues at all. I think you could do a separate section of the ordinance to address rural areas, but that would take some time.

Commissioner Cook: Can we do this within our proposed timeline?

Deputy Director Barrett: We might be able to. We'll need to consider the setback issues and unit sizes. I'm hearing a difference of opinion on size.

Commissioner Cook: I was converted to 1,200 square feet.

Commissioner Maurtison: I would say 840 square feet.

Commissioner Lynch: I would say 1,200 square feet and 500 square feet. Bigger is better. Can we wait and submit the issue to the Board in February? Could we delay our recommendation?

Deputy Director Barrett: The state law goes into effect January 1. This may become confusing to applicants. It will take time to revise the staff report. We would prefer to make revisions over time.

Commissioner Cook: What kind of time could this take?

Deputy Director Barrett: It's hard to say. The Board of Supervisors sets our priorities. The setback issue can be sent back to staff to look at but the size seems to be an issue here.

Commissioner Lynch: We could probably agree on size. Setbacks will need to be looked at.

Deputy Director Barrett: Consistency of standards are easier to implement. We need to get this started and as soon as possible.

County Counsel Shaw: We have an Affordable Housing Fee Study and have set up a fee structure. We determined houses 1,000 square feet and smaller were affordable. We had previously defined dwelling units not affordable if they are over 1,000 square feet. As housing sizes increase, it has impacts to our affordable housing supply.

Action: Commissioner Cook motioned to recommend approval to the Board of Supervisors with 1,000 square foot size as recommended by staff; directing staff to include recommendation to the Board of Supervisors to evaluate impact fees to make them relative to size; and direction to staff to take another look at the setbacks and move that to the Board of Supervisors. Seconded by Commissioner Fogg and passed with a 5-0 vote.

Appeal Deadline: N/A

Resolution No.: 16-008

**Vote:**

Commissioner Fogg	Aye
Commissioner Tamura	Aye
Commissioner Cook	Aye
Commissioner Maurtison	Aye
Commissioner Lynch	Aye

Ayes:	5
Noes:	0
Absent:	0
Abstain:	0



# Sonoma County Planning Commission **STAFF REPORT**

## Sonoma County Permit and Resource Management Department

2550 Ventura Avenue, Santa Rosa, CA 95403

(707) 565-1900 FAX (707) 565-1103

**FILE:** ORD16-0002  
**DATE:** December 15, 2016  
**TIME:** 2:00 p.m.  
**STAFF:** Misti D. Harris, Project Planner

**Board of Supervisors  
Hearing will be held at a later  
date and will be noticed at  
that time.**

### SUMMARY

**Applicant:** County of Sonoma

**Location:** County-wide  
APNs: All Supervisorial District No.: All

**Subject:** Zoning Code Amendments

**PROPOSAL:** Amend Zoning Code to implement State law requirements for Accessory Dwelling Units and to allow Junior Accessory Dwelling Units within an existing legal bedroom in existing residences

**Environmental Determination:** Categorical Exemption, Section 15061(b)(3) (General Exemption)

**General Plan:** All

**Specific/Area Plan:** All  
**Land Use:**

**Ord. Reference:** Chapter 26, Article 88

**Zoning:** Various

**Land Conservation Contract:** N/A

**Application Complete for Processing:** N/A

**RECOMMENDATION:** Recommend to the Board of Supervisors approval of an ordinance amending the zoning code for Accessory Dwelling Units to comply with State law, adopt new and revised definitions to comply with State law, and adopt new zoning text to allow Junior Accessory Dwelling Units.

## **BACKGROUND**

Housing is a matter of vital statewide importance. The California State legislature has declared that (Government Code 65580):

- (a) The availability of housing is of vital statewide importance, and the early attainment of decent housing and a suitable living environment for every Californian, including farmworkers, is a priority of the highest order.*
- (b) The early attainment of this goal requires the cooperative participation of government and the private sector in an effort to expand housing opportunities and accommodate the housing needs of Californians of all economic levels.*
- (c) The provision of housing affordable to low- and moderate-income households requires the cooperation of all levels of government.*
- (d) Local and State governments have a responsibility to use the powers vested in them to facilitate the improvement and development of housing to make adequate provision for the housing needs of all economic segments of the community.*
- (e) The Legislature recognizes that in carrying out this responsibility, each local government also has the responsibility to consider economic, environmental, and fiscal factors and community goals set forth in the general plan and to cooperate with other local governments and the State in addressing regional housing needs.*

On December 2, 2014 the Board of Supervisors adopted a new Housing Element. The Housing Element contains 73 Policies and 45 Implementation Programs, many of which require zoning code amendments. The Comprehensive Planning Work Plan and the Housing Element set forth a schedule to bring packages of changes to the zoning code to support housing, including changes adopted by the Board of Supervisors as part of the “Building HOMES” Toolbox. The Planning Commission will have an opportunity to review the next set of zoning code changes to support housing in the Spring of 2017.

In addition to packages of Zoning Code changes that are currently scheduled through implementation of the Housing Element, the State Legislature sometimes makes changes to State housing laws that also require changes to the zoning code to maintain compliance with State law. Recent changes in State law related to Accessory Units now require zoning code changes to be made within in a very short timeframe. These changes are the subject of the current round of recommended code changes for housing.

### **Second Dwelling Units (now Accessory Dwelling Units)**

Sonoma County has long considered Accessory Dwelling Units (“Accessory Units”) to be an important component of its affordable housing stock. Because most of the county lies outside of urban service area boundaries, rural housing parcels typically do not have the infrastructure in place to support affordable housing development, nor do they offer the amenities and conveniences often desired by residents in affordable units (e.g., proximity to services and places of employment). For these reasons, the County’s Housing Element assumes that only above moderate income housing units are likely to be developed on rural parcels, with the exception of agricultural units and Accessory Units. Currently there are approximately 500 existing and approved Accessory Units within unincorporated Sonoma County, providing a significant source of smaller rental housing units.

In 2003, the Board of Supervisors adopted an Accessory Dwelling Unit Ordinance to comply with new State legislation (SB1818) that generally required local jurisdictions to allow Accessory Units meeting certain standards without need for a use permit. The Ordinance sets



forth the standards and requirements for Accessory Units to be allowed with only a zoning permit (Sonoma County Code Section 26-88-060).

In 2004, the Board of Supervisors adopted an incentive program for affordable units that allowed Accessory Units on lots smaller than the minimum required lot size (1.5 acres vs. 2.0 acres), or larger units than the maximum allowable size (up to 1,000 square feet, rather than the maximum of 840 square feet that is normally allowed), provided that an Affordable Housing Agreement was entered into restricting the occupancy and rent to low income tenants for a minimum period of 30 years. Twenty-eight Accessory Units were constructed countywide under this program over a period of ten years (2004 – 2014). The Sonoma County Community Development Commission (CDC) monitors the Affordable Housing Agreements (“Agreements”) on an annual basis.

In 2005, the Board of Supervisors adopted the County’s Affordable Housing Program as part of Article 89 of the Zoning Code. Under the Affordable Housing Program, all new development must contribute in some way to meeting the County’s affordable housing needs. The different ways in which this contribution can take place are outlined within Article 89, and include such things as the provision of affordable housing units, the dedication of land, the payment of affordable housing fees, or the provision of an “Alternative Equivalent.” Construction of an Accessory Unit would meet the affordable housing requirement, and thus allow the affordable housing in-lieu fee to be waived. In late 2005, this program commenced, resulting in construction of 265 Accessory Units, including 219 detached units and 46 attached to the main residence.

In 2007, the Board of Supervisors adopted additional revisions to the Affordable Housing Program (Article 89) to specify certain conditions under which the construction or conversion of an Accessory Unit could substitute for the affordable housing program requirement for construction of a new single family home. To qualify for this program, the property owner was required to record a covenant agreeing to make the Accessory Unit available for rent to another household. The covenant runs with the land, even if the property is sold and the new owner does not wish to rent the Accessory Unit. While this program was successful in generating Accessory Units, a 2014 survey found that a significant percentage were not being rented or operated in compliance with the program requirements.

In August 2015, the Board of Supervisors adopted the most recent set of changes to the Accessory Unit program. These changes removed the requirement that a long-term Affordable Housing Agreement be recorded for units on lots smaller than the minimum required lot size (1.5 acres vs. 2.0 acres), or larger units than the maximum allowable size (up to 1,000 square feet, rather than the maximum of 840 square feet that is normally allowed). Instead, the 2015 changes allowed these larger units on smaller parcels subject to the granting of a use permit so that the suitability of individual parcels could be evaluated. Changes made at this time also discontinued the substitution from the Affordable Housing Program fee in exchange for the provision of a Accessory Unit with a covenant, replacing it instead with an automatic deferral of the Program fee as long as the Accessory Unit is rented affordably. Thirty-five additional Accessory Unit permits have been approved over the past year under these changes.

#### **Affordability of Accessory Units**

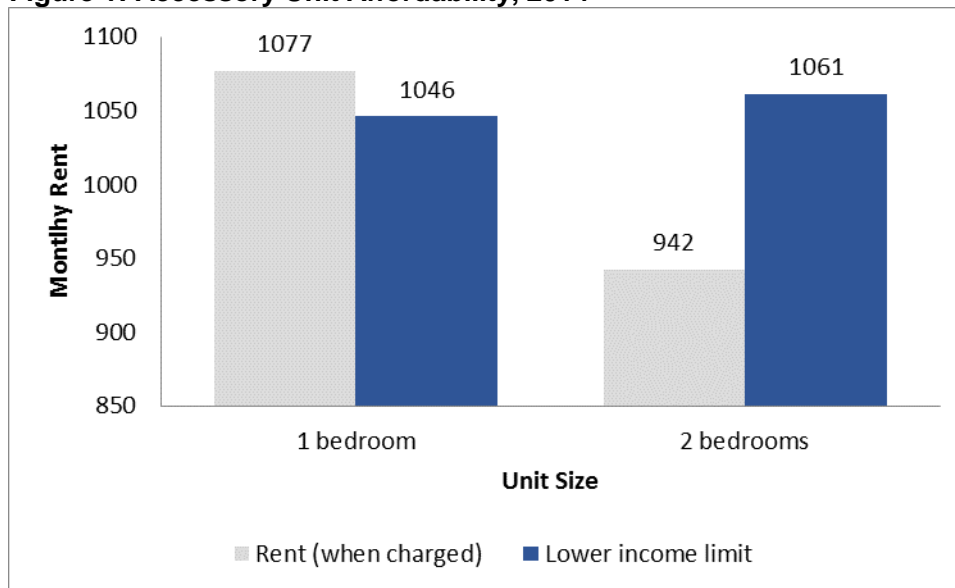
Every year the County Community Development Commission identifies the county’s average (median) household income and establishes income ranges to define households as having moderate, low, very low, or extremely low income. The Community Development Commission uses these thresholds to determine if a household qualifies for an affordable

dwelling unit. Permit Sonoma used these thresholds in a recent survey to determine the affordability of Accessory Units.

During the 2014 survey of Accessory Units, the majority (82 percent) were reported to be occupied by households with total incomes of less than \$48,000 per year, and were thus considered affordable to low and moderate income households. Of the units that were being occupied in accordance with the program requirements, all but one were provided to a separate (but typically related) household at no cost, which is allowed under the program.

When rent is charged, the average rent for a one-bedroom unit was \$1,077, and for a 2-bedroom, \$1,046 (see Figure 1, below). Tenant-paid utilities were included in slightly over half of these cases. By contrast, maximum monthly rents considered affordable to lower-income households (60 percent of Area Median Income) are \$942 for a one-bedroom unit and \$1,061 for a two-bedroom, inclusive of utilities. It appears that, on average, Accessory Units which are occupied by rental tenants continue to be affordable to low- and moderate-income households, while Accessory Units provided at zero rent to a related household are affordable at the extremely low income rent level. The Commission should note that these 2014 survey results include only units built in the previous 8 years; the 184 Accessory Units that had been built prior to 2006 were previously surveyed in early 2008. At that time, the pre-2006 Accessory Units were also found to be affordable at the upper end of the lower range.

**Figure 1: Accessory Unit Affordability, 2014**



*NOTE: Lower rental amounts for the larger units are based on a smaller sample size: only six of the units were reported as having 2 bedrooms.*

While surveyed rents for almost 450 Accessory Units were either in the extremely low category (in cases where no rent was charged, usually to family members) or within the lower and moderate income categories (when rent was charged) up until 2014, more recent rental data for these units is not yet available. With average rents for 2-bedroom apartments climbing at reported rates ranging from 4% to almost 10% over the last 2 years (June 2016 California Apartment Rent List Report), it is reasonable to assume that Accessory Unit rents have risen a similar amount. With this likely increase factored in, affordability for Accessory Units where rents are charged is likely to be within the moderate range for all but the smallest

Accessory Units. The likely increase in rents negatively impacts households with lower incomes because fewer Accessory Units are available to them.

### **New Housing Laws**

In September 2016, the Governor signed two bills that change State housing law regulating Accessory Dwelling Units. SB 1069 and AB 2299 remove barriers to Accessory Units to encourage creation of more affordable housing statewide. Notably, the new law prevent local agencies from requiring separate water and sewer connections in converted units and introduce a statutory 120 day review period. The law requires that changes be adopted by local agencies by January 1, 2017.

The Governor also signed a bill establishing regulations to enable local jurisdictions to permit “Junior Accessory Dwelling Units.” Junior Units are very small living units created in an existing bedroom within a single-family dwelling.

These State laws appear to have been written from an urban perspective, making certain sections more challenging to implement outside of Urban Service Areas where properties rely on wells and septic systems. Nonetheless, the provision of additional small living units is an important part of the housing solution and staff has proposed amendments to the Accessory Unit Ordinance (Section 26-88-060) to implement the purpose and intent of the new State laws while acknowledging issues of rural communities such as water availability and septic suitability. The State Department of Housing and Community Development staff are in the process of developing a technical memorandum to assist local communities in their preparation of codes that comply with the new state laws; this guidance is expected to be released in mid-December. If State guidance becomes available prior to the December 15 hearing date, staff will forward it to the Commission.

### **Code Amendments**

The current Accessory Unit Ordinance (Section 26-88-060) permits the provision of Accessory Units by-right on most residential parcels, subject to standards that are designed to mitigate potential impacts and ensure neighborhood compatibility. The differences in the current Code and the proposed amendments are summarized in the table below. The proposed zoning code amendments are discussed below within the Analysis section. See Exhibit B for complete proposed text changes.

**Table 1. Summary of Changes between Existing and Proposed Standards**

<b>Standard</b>	<b>Existing Code</b>	<b>Proposed</b>
Nomenclature	Second Dwelling Unit	Accessory Dwelling Unit
Minimum parcel size - septic	2.0 acres; 1.5 with use permit	2.0 acres
Minimum parcel size – sewer	6,000 SF; 5,000 SF with use permit	5,000 SF by right
Maximum unit size	840 SF; 1,000 SF with use permit	1,000 SF by right
Required parking	1 space; tandem OK	1 space or 0 spaces
Setbacks - rural	Same as main house or 60;' reduced setbacks with use permit	Same as main house; must be closer to main house than dwellings on other lots
Setbacks - urban	Same as main house but 5' rear OK	5' rear, 5' side where provided above garage
Setbacks – unit conversions	Same as above	Reduce to zero if building and fire codes can be met
Driveway access	Shared driveway required unless Director determines otherwise	Discretion removed; reference to driveways removed
Utility connections	Separate connections required for detached units	Separate connection & fees not required for conversions

**Junior Accessory Dwelling Unit summary**

In addition to the proposed changes to achieve compliance with new State laws for Accessory Units, additional changes are proposed to allow Junior Accessory Dwelling Units (“Junior Units.”) As noted above, Junior Units are very small living units created in an existing bedroom within a single-family dwelling. Staff proposes code changes to offer more options for housing that is affordable by design. These changes are consistent with the recently adopted State enabling legislation. Please refer to discussions and policy options under the Analysis in this report.

**ANALYSIS**

**Issue #1: General Plan Consistency**

The Housing Element recognizes Accessory Units as an important housing type because these small units are accessory to the primary residence and are generally affordable by design due to their small size. They also utilize existing infrastructure and allow flexible housing opportunities for property owners and renters alike. The Housing Element encourages Accessory Units as an essential part of the County’s Affordable Housing program.

Junior Units are a new concept, gaining momentum in Marin County and at the State level. The Housing Element gives no specific direction on Junior Units because they are a new idea.

The following policies are applicable to both Accessory Units and Junior Units:

*“Policy HE-1f Encourage retention and further construction of small rental units such as granny units, rental studios, and SRO units . . . .;” and*

*“Policy HE-1l: prohibit the use of Second Dwelling Units for vacation rentals.”*

Discussion: Revising the existing code to meet State requirements, and adopting new code to allow Junior Units, would be consistent with Policy HE-1f because these small rental units are affordable by design. The use of these units as vacation rentals, or for any occupancy of less than 31 days, will be specifically prohibited by the Code.

**Issue #2: Consistency with State Law**

The existing zoning code does not reflect the recent changes to State land use and planning laws, including SB 1069 (Accessory Units), AB 2299 (Accessory Units), and AB 2406 (Junior Units). The proposed code changes include definitions and standards for Accessory Unit that must comply with State law. The changes to allow Junior Units are not required by, but are consistent with, State law. Accessory Units currently contribute to the County's Regional Housing Needs Allocation (RHNA) numbers. Junior Units, if allowed, will also count towards the County's RHNA.

The new Accessory Unit law also states that, "accessory dwelling units shall not be required to provide fire sprinklers if they are not required for the primary residence." This language is vague and appears to conflict with State law requiring fire sprinklers for new and converted residential structures. It is the Fire Marshal's responsibility to address life/safety issues through enforcement of the County Fire Safe Standards and fire code. The proposed Accessory Unit Ordinance does not require fire sprinklers, but instead requires only that Accessory Units meet fire code(s). The County Fire Marshal will determine if fire sprinklers are required based on State law.

Discussion: The proposed changes will encourage the construction of smaller housing units and ensure that the county codes related to Accessory Units remain consistent with State law.

**Issue #3: Issues and Policy Options for Accessory Units**

As outlined above, a number of Zoning Code changes must be made to provide consistency with the new State laws. Each of the proposed changes for Accessory Units is discussed below. Policy options are included when appropriate.

1. Global amendment to change "Second Unit" and "Second Dwelling Unit" to "Accessory Dwelling Unit."

Discussion: The new bills rename second units to Accessory Units. This is not a substantive change.

2. Establishment of a 120-day turnaround time on building permits (Section 26-88-060(c)(1)).

Discussion: New State law requires the County to take action on a permit for an Accessory Unit within 120 days of receiving the application. The Legislature's intent is to ensure permits are issued quickly so units are constructed. Permit Sonoma will change its business practices if and where necessary to comport with this State mandate.

3. Elimination of the allowance for an Accessory Unit on a smaller lot size in rural areas with a use permit (Section 26-88-060(h)(2)).

Discussion: State law prevents the County from using discretion when reviewing permits for an Accessory Unit. The current ordinance allows an Accessory Unit on a one and one-half

acre lot with a Use Permit; the minimum lot size without a use permit is two acres. The proposed ordinance limits minimum lot size to two acres when not served by sewer and removes the possibility of a use permit to make an exception allowing a smaller lot size. Staff does not recommend decreasing the minimum allowable lot size in rural areas because a smaller lot size could result in potential water quality issues due to septic constraints and the need to provide adequate distance between septic systems and water supply wells. A change to the Code to allow Accessory Units as a permitted use on all parcels of 1.5 acres or greater would require environmental review on a countywide level and is not within the scope of this request. Junior Units, however, would be allowed in all areas where single family homes are allowed, regardless of parcel size. This is because Junior Units make use of an existing, legally established bedroom which was already considered in the design of the septic and the site.

4. Elimination of the allowance for an Accessory Unit on a smaller lot size in urban service areas with a use permit (Section 26-88-060(h)(2)).

Discussion: State law prevents the County from issuing any discretionary permits for an Accessory Unit. The current ordinance allows an accessory unit on a 5,000 square foot parcel served by sewer and located within an Urban Service Area with a Use Permit; the minimum lot size is otherwise 6,000 square feet. The Planning Commission has two policy options when considering appropriate minimum lot size in an Urban Service Area where a parcel is served by sewer.

**Policy Options:**

- Option A. Keep the minimum lot size at 6,000 square feet.
- Option B. Reduce the minimum lot size to 5,000 square feet.

In considering minimum lot size in Urban Service Areas, staff considered the importance of keeping smaller lots available for Accessory Units. The housing shortage is intense and far-reaching, so keeping more lots available with adequate services is important. Staff also considered neighborhood compatibility issues related to allowing Accessory Units on smaller lots without the opportunity to review those impacts. Neighborhood compatibility issues in these urban residential areas could result from the proximity of Accessory Units to neighboring homes, which can lead to decreased privacy and a shortage of parking in some areas.

**Recommendation: Option B, reduce the minimum parcel size in urban areas to 5,000 square feet.** While potential exists for neighborhood compatibility issues in some areas where homes are very close together, the housing shortage is critical and potential site constraints are largely resolved with existing development standards including height limits, lot coverage, and setbacks.

5. Eliminate the Use Permit requirement to establish a larger Accessory Unit (Section 26-88-060(i)(3)).

Discussion: State law prevents the County from using discretion when reviewing a permit for an Accessory Unit. The current ordinance allows an accessory unit of 1,000 square feet with a Use Permit; the maximum size is otherwise 840 square feet. See the next item for a discussion on maximum unit sizes.

6. Limit the maximum size of an Accessory Unit to 1,000 square feet (Section 26-88-060(i)(3)).

Discussion: State law allows a maximum accessory unit size of up to 1,200 square feet for a detached use, and a maximum percentage of 50% of the size of the primary dwelling for an attached unit. The current ordinance allows 840 square feet for attached or detached units by right, and allows 1,000 square feet subject to the granting of a use permit. The County has approved eight use permits for these larger units since August 2015, with another 12 applications for larger units currently pending. There is currently no size limitations for attached units based on the size of the primary dwelling.

**Policy Options:**

The Planning Commission has three policy options when considering the maximum size of an accessory unit.

- Option A: Keep the limit at 840 square feet.
- Option B: Increase the size limit to 1,000 square feet.
- Option C: Increase the size limit to 1,200 square feet.

Given that the most recent (2014) survey of rents for accessory units and the additional increases in countywide rental housing prices since that time, it is important to keep the size of Accessory Units small enough to ensure affordability. Staff suggests that smaller units are affordable by design without need for rent restrictions. Increasing the allowable sizes of these units can be expected to result in an increase of rental costs. Housing Element Policy HE-1f, cited earlier, encourages small rental units. The County has previously considered units of up to 1,000 square feet affordable, and exempts units of 999 feet and less from the affordable housing program fees in order to encourage more small units. The County also limits agricultural employee units to 1,000 square feet to maintain affordability. Keeping the size limit at 840 square feet would best ensure future affordability of these units, but may also limit the size of households that could be accommodated in accessory units. Increasing the size limit to the maximum allowable 1,200 square feet would not generate units the County has traditionally considered affordable and would likely trigger a CEQA document.

**Recommendation: Option B, increase the size limit to 1,000 square feet.** Staff recommends increasing the size limit to 1,000 square feet. This size limit will better assure the units remain affordable, allow a variety of household sizes to be accommodated, and is consistent with size limits for similar, smaller units.

7. Eliminate setbacks when a garage is converted to an Accessory Unit. Establish side and rear setbacks of five feet for an Accessory Unit above a garage (Section 26-88-060(i)(5)(i)(C)).

Discussion: The current ordinance allows setback reductions in for legal non-conforming structures. The proposed ordinance includes this additional option for reduced setbacks when such structures are converted to Accessory Units, so long as the building and fire codes are met.

8. Eliminate the ability to reduce setbacks with a use permit when an Accessory Unit is located more than 100 feet from the primary residence (Section 26-88-060(i)(5)(ii)).

Discussion: State law prevents the County from issuing any discretionary permits for an Accessory Unit. The current ordinance requires an Accessory Unit to maintain 60 foot setbacks from all property lines if located more than 100 feet from the primary residence. Reduced setbacks are allowed with a Use Permit if an Accessory Unit is located more than 100 feet from the primary residence. The new State law allows reduced setbacks for the conversion of existing structures to Accessory Units, and limits required setbacks for

construction of new Accessory Units. Therefore, this provision has been changed to require that a new Accessory Unit be located closer to the main residence than to any dwelling on a neighboring property.

9. Waive the parking requirement under certain, mostly urban circumstances (Section 26-88-060(i)(6)(ii)).

Discussion: The current ordinance requires one uncovered parking space for an Accessory Unit. The proposed ordinance implements the new State law by waiving the parking requirement in specific circumstances that are typically found in an urban setting, such as close proximity to a public transit stop or car share. It also waives parking if the accessory unit is part of the existing single-family dwelling or existing accessory structure, or located within the HD (Historic District) overlay zone.

10. Allow replacement parking spaces to be uncovered if covered parking is demolished to construct an Accessory Unit (Section 26-88-060(i)(6)(iii)).

Discussion: The current ordinance requires one covered parking space, either by a garage or carport, for each single-family dwelling unit. The proposed ordinance will allow that required parking space to be uncovered if the garage or carport is demolished or converted to construct the Accessory Unit.

11. Prohibit separate water and sewer connections and associated fees for Accessory Units converted from an existing, legal accessory structure or portion of a single-family dwelling. For all other Accessory Units, reasonable connection fees may be established (Section 26-88-060(i)(7)).

Discussion: Currently, each Accessory Unit in an urban area must have separate connections for water and sewer services. The new State law prevents local agencies from requiring separate utility connections if the Accessory Unit is converted from an existing portion of a single-family dwelling or accessory structure. The Legislature included this language to reduce construction costs. The proposed ordinance includes this language.

12. Approve Accessory Units converted from an existing, legal accessory structure or within a single-family dwelling, and meeting certain requirements, with a building permit and planning clearance only (Section 26-88-060(j)).

Discussion: The current ordinance requires consistent development standards and issuance of a zoning permit for all Accessory Unit approvals. The new State law requires a significant change in the County's permitting authority and development standards when the Accessory Unit is converted from a legal accessory structure or portion of a single-family dwelling in a single-family zoning district. In these cases, the County cannot require a zoning permit or impose other development standards applied to all other Accessory Units, such as minimum lot size and required parking. The Legislature includes this language to streamline permitting for Accessory Units.

The proposed ordinance requires the County to issue only a building permit for an Accessory Unit if all the following standards are met.

- The property is located in the AR, RR, or R1 district and does not have a Z overlay; and
- The proposed Accessory Unit is located within the existing space of a single-family dwelling or a legal accessory structure in existence on January 1, 2017; and



- The proposed Accessory Unit has separate exterior access; and
- The structure has side and rear setbacks in conformance with the Fire Code; and
- The parcel is within an Urban Service Area and served by water and sewer.

#### **Issue #4: Issues and Policy Options for Junior Accessory Dwelling Units**

A Junior Unit is a small living space within a legally established bedroom of an existing single-family home. Junior Units will help address the County's housing situation because homeowners can inexpensively convert one existing bedroom, with or without a bathroom, into a Junior Unit. This allows the property owner to earn extra income while providing housing that is affordable due to its small size. Use of the Junior Unit for rentals periods of less than 31 days would be prohibited. Each of the proposed changes to allow Junior Unit are discussed below.

13. Establish regulations for Junior Units (Section 26-88-061).

Discussion: The new State laws include requirements for local jurisdictions to make changes for Accessory Units, but not for Junior Units. Rather, the State has provided enabling legislation for these junior units, and local jurisdictions have the option of changing their codes to allow them.

#### **Policy Options:**

Option A: Adopt allowances for Junior Units.

Option B: Do not adopt allowances for Junior Units.

**Recommendation: Option A, adopt allowances for Junior Units.** Junior Units provide small, affordable rental units, consistent with the Housing Element. Adoption of these provisions also follows previous direction by the Board of Supervisors adopted in the "Building Homes" Toolbox in 2015.

- 13a. New regulations for Junior Units.

Discussion: This proposed new code section follows the Accessory Unit ordinance in the zoning code. It allows Junior Units, establishes a permitting process, and provides development standards. Junior Units would be allowed with only a building permit. It has an efficiency kitchen; it may have a bathroom or share the bathroom in the house. It is not an independent living unit; therefore, it is not subject to any impact fees. An interior connection must be maintained. A property owner may install a second door in the same doorframe for noise attenuation. The additional door would be similar to those found between connecting rooms in hotels, commonly called connecting doors. The additional door

14. Include "Junior Accessory Dwelling Unit" and "efficiency kitchen" in Definitions (Section 26-02-140).

Discussion: The proposed ordinance includes these definitions for clarity.

15. Allows in residential zones on parcels which contain a single-family dwelling (Sections 26-16-010 (AR Ag Residential), 26-18-010 (RR Rural Residential), and 26-20-010 (R1 Single Family Residential)).

Discussion: The proposed ordinance allows junior units in residential zones where single-family homes are allowed for maximum opportunity to create these affordable living units. As

proposed, a property owner could have a single-family home with both a Junior Unit and an Accessory Unit on a single property. Accessory Units and Junior Units do not count toward the allowable density under the General Plan.

**Policy Options:**

Option A: Allow a Junior Unit and an Accessory Unit on the same parcel, so long as building and fire codes are met.

Option B: Allow only one type of accessory unit per parcel.

**Recommendation: Option A, allow an Accessory Unit and a Junior Unit on the same parcel so long as codes are met.** Given the magnitude of the housing situation and the need to provide fast, inexpensive solutions, staff recommends allowing both types of units on a single parcel (one of each).

**Issue #5:** Environmental Determination

Staff recommends the code amendments be found exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. The code amendments pertaining to Accessory Units update existing code language for consistency with State law. The code amendments pertaining to Junior Units will allow use of legally existing residential space, with no change in use and minimal improvements. There is no possibility these code amendments will cause a significant effect on the environment.

**STAFF RECOMMENDATION**

Staff recommends the Planning Commission adopt the attached Resolution recommending the Board of Supervisors approve the ordinance amending the Accessory Dwelling Unit ordinance, adding the Junior Accessory Dwelling Unit ordinance (Article 88 of the Sonoma County Code).

**LIST OF ATTACHMENTS**

Attachment A: Draft Ordinance with Exhibits A-E

Attachment B: Draft Resolution

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**From:** [Shawn Montoya](#)  
**To:** [Misti Harris](#)  
**Subject:** ORD16-0002 Zoning Code Amendments  
**Date:** December 14, 2016 10:18:17 PM

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Ms. Harris,

I read through the summary and proposed ordinance for the zoning code amendments for Accessory Dwelling Units. I am often asked about Second Dwelling Units and I think that this is a good time to have a discussion about how the County of Sonoma would like to approach this issue moving forward. In general, the summary is very thorough and informative and will most assuredly spark a robust discussion amongst the commissioners. One area that is not clearly defined and has come up on several occasions with my clients is how to deal with large rural properties with existing houses that don't meet the maximum size requirement for a Second Dwelling Unit.

As mentioned in the summary, the state law is generally more suited for urban settings. Smaller unit sizes are often more suited for areas that are in closer proximity to services such as grocery stores, restaurants, and bus stations making the need for larger units less critical. But for the majority of Accessory Dwelling Units in the rural parts of our county, there is a need for slightly more space. Of the three options listed on the maximum size for the units, I would suggest a fourth option for the commissioner's consideration. Allow 1000 square feet by right and 1200 square feet with a use permit. Besides the need for more space in rural units, there are many existing houses on large rural lots that could be saved from demolition if they were allowed a bit more flexibility on the maximum square footage requirements. I currently have a project where my clients are considering demolishing a 1350 square foot house because getting the building reduced in size to 840 square feet or 1000 square feet with a use permit would be more costly than tearing it down. In this particular case, a conversion to 1200 square feet would be a relatively simple task. The other concern is the requirement for having the Accessory Dwelling Unit in closer proximity to the main house than a neighboring property. This provision will have a detrimental effect on existing houses. At minimum, I would suggest allowing for an exclusion for properties with existing houses since the neighbors are already used to having someone living in that location. If an exclusion would not work, then maybe a use permit could be an option.

I plan on attending the meeting tomorrow, so I hope to see you there.

Respectfully submitted,

**Shawn Montoya**  
Montoya and Associates  
755 Baywood Drive, Suite 248  
Petaluma, CA 94954

t 707 763 8006  
m 707 529 3026



*Lilypad Homes*

January 9, 2017

Re: Accessory dwelling units (ADUs) and junior accessory dwelling units (JADUs) in unincorporated areas of Sonoma County, including the Coastal Zone

Dear Supervisors,

We appreciate all the work you are doing to create more affordable housing in Sonoma County. I am writing to ask for your strong support in adopting a junior accessory dwelling unit (JADU) ordinance. These housing units offer an affordable option to renters, while also making home ownership in the Bay Area more affordable. They create additional, stable and secure long-term housing, increase property values and build a more resilient, sustainable community.

Lilypad is working closely with homeowners and has seen many instances where it would serve the needs of families to house a loved one in a Jr. unit, while at the same time creating an ADU in an accessory structure to house others in the community, generating additional income. Because of this, we are requesting your support for allowing both an ADU and a JADU to be developed on the same property at the same time.

It was confirmed with the California Department of Housing and Community Development (HCD) that this is allowed under the new state laws, and Richmond has just set precedent by passing code allowing for this development. We have a tremendous opportunity to create affordable, secure and stable housing in communities throughout California. These homes meet critical needs for homeowners, renters and the whole community.

Thank you for your work and consideration of this housing initiative. I appreciate the conversation and comprehensive approach Sonoma is taking to addressing our housing needs. I will be moving to the county in January and am looking forward to calling this wonderful, caring community my home!

Sincerely,

Rachel F. Ginis

Executive Director  
(415) 250-9317



13 January 2017

Sonoma County Board of Supervisors  
575 Administration Drive  
Santa Rosa, CA 95403  
Sent via email: Misti Harris <Misti.Harris@sonoma-county.org>

RE: Accessory Dwelling Units and to allow Junior Accessory Dwelling Units

Dear Supervisors:

The Sonoma County Housing Advocacy Group (HAG) is pleased to support the Zoning Code Amendment recommendations contained within the December 15, 2016 Staff Report.

We are encouraged to see the county moving to adopt more creative ways to provide for the housing needs of our low income and special needs populations, where the need has far outpaced the availability of safe and affordable housing options.

Further, we are pleased to support housing policies that improve the developmental, health, educational, and related outcomes for people of modest means. An impressive body of research speaks to the benefits of those who, regardless of income, enjoy the advantages of life in neighborhoods that are integrated by income (in addition to other factors such as race and age). Clearly, Accessory Dwelling Units and Junior Dwelling Units represent positive steps in this direction.

As noted in the Staff Report:

“The Housing Element recognizes Accessory Units as an important housing type because these small units are accessory to the primary residence and are generally affordable by design due to their small size.”

We strongly agree that Accessory Units must be kept small to ensure their affordability, and therefore support staff's recommendation that Accessory Units be held to a maximum size of 1,000 square feet (an increase from previous code language allowing a maximum of 840 square feet).

To this point, we would add that permitting multiple dwelling units on a site, as will be the case here, is another factor both mitigating the cost of housing and furthering the county's efforts to meet its Regional Housing Needs Allocation (RHNA) numbers, a critical aim if we are to regain our foothold as a county that provides for the fundamental needs of its residents.

**Sonoma County Housing Advocacy Group**  
P.O. Box 1284, Santa Rosa, CA 95402 · sc.hagsters@gmail.com · 707-318-7214

Pertaining to Junior Units, we again endorse staff's recommendations:

**“Recommendation: Option A, allow an Accessory Unit and a Junior Unit on the same parcel so long as codes are met.** Given the magnitude of the housing situation and the need to provide fast, inexpensive solutions, staff recommends allowing both types of units on a single parcel (one of each).“

As an additional means of maintaining affordability, we recommend strengthening the code's language to prohibit additions/expansions to Accessory Units, once in place.

Therefore, we strongly suggest that the ordinance language pertaining to compliance be crafted with language that includes an enforcement plan to take effect with the code changes. We recognize that, without protective measures that are codified and enforced, this new source of affordable housing may disappear in the foreseeable future.

Specifically, we are concerned that these newly minted Accessory Units may be converted into highly lucrative vacation rental commercial units, or otherwise be used in a noncompliant manner.

While we acknowledge that **Policy HE-11 specifically prohibits “the use of Second Dwelling Units for vacation rentals.”** HAG bases its concerns on a history that speaks to the missing component, enforcement. Second units and “granny units” have been lost throughout the county (including the Sonoma Valley and Russian River neighborhoods) since enactment of Sonoma County's Vacation Rental Ordinance in 2011. Further, we would note that the Staff Report itself references other examples of accessory units NOT in use as prescribed in Sonoma County's zoning code:

“In 2007, the Board of Supervisors additional revisions to the Affordable Housing Program (Article 89) . . . While this program was successful in generating Accessory Units, a 2014 survey found that a significant percentage were not being rented or operated in compliance with the program requirements.”

In the face of an historic housing shortage, the critical need for an adequate supply of housing units affordable to our neighbors of modest means cannot be overstated. These changes to our county's zoning code offer a realistic path to tangible relief from poverty, overcrowding, and homelessness. We encourage you to take all measures at your disposal to create and safeguard an adequate supply of safe and affordable housing for the people of Sonoma County.

Sincerely,

A handwritten signature in black ink, appearing to read 'Deborah Nitasaka', with a long horizontal flourish extending to the right.

Deborah Nitasaka



Headquarters: 2235 Challenger Way, Suite 100  
Santa Rosa, CA 95407  
(707) 542-1579 Fax (707) 542-1008

Service Center: 625 Imperial Way, Suite 2  
Napa, CA 94558  
(707) 255-1040 Fax (707) 252-5330

January 17, 2017

County of Sonoma  
Board of Supervisors  
575 Administration Drive  
Santa Rosa, CA 95403

**SUBJECT: Zoning Code Amendments, Accessory Dwelling Units and Junior Second Units**

Dear Chair Zane and Supervisors:

The North Bay Association of REALTORS® (NorBAR) has been active in land use and homeownership issues throughout Sonoma County. Our organization represents the interests of current and future homeowners. NorBAR is therefore interested in supporting local governments in providing more housing options.

NorBAR supports the County of Sonoma's proposed amendments to **Chapter 26, Zoning Code, of the Accessory Dwelling Unit Regulations and Junior Accessory Dwelling Unit Regulations.**

Implementing the State's recent SB 1069 and AB 2299 are an important first step in encouraging more Accessory Dwelling units. NorBAR appreciates the proposal to reduce minimum parcel size in urban areas up to 5,000 square feet. Furthermore, allowing the size of Accessory Dwelling units to 1,000 square feet, balances flexibility with retaining these units' affordability by design.

NorBAR also supports the County's efforts to create regulations that allow Junior Second Units. These unit will support the County's housing efforts and Regional Housing Needs Allocation (RHNA). Junior Second units additionally provide homeowners the ability to create separate living spaces without adding square footage to a home.

Please feel free to contact Daniel Sanchez (707) 324-6610 or [daniel@northbayrealtors.org](mailto:daniel@northbayrealtors.org), with the North Bay Association of REALTORS®, to discuss this proposal.

Sincerely,

Thera Buttarro  
Chair, Local Government Relations Committee  
North Bay Association of REALTORS®

# ACCESSORY AND JR. UNITS

**Board of Supervisors**

January 24, 2017





# ACCESSORY AND JUNIOR UNITS



- **Background**
- **Accessory Units (Second Units)**
- **Junior Units**

# BACKGROUND

- **Housing Element**
- **County housing situation**
- **Statewide severe housing crisis**
- **Recent legislation**
  - **Accessory Units (SB 1069 and AB 2299)**
  - **\*NEW\* Junior Units (AB 2406)**

# ACCESSORY UNITS

SB 1069  
AB 2299

- ❑ Formerly “second units”
- ❑ Fire sprinklers
- ❑ Utility connection limitations
- ❑ Building permit-only approval, with planning clearance
- ❑ No discretion
- ❑ 120-day review time

# ACCESSORY UNITS

## Proposed Ordinance

- ❑ **Parking waived in specific cases**
- ❑ **Standard setbacks in rural zones\***
- ❑ **5 foot setback above a garage\***
- ❑ **0 foot setback if garage conversion\***
- ❑ **One driveway encouraged**
- ❑ **No appeals allowed**

**\*Must meet Fire and Building Codes**

# ACCESSORY UNITS

## Minimum lot size (urban)

- Sewer service
- Maintain options
- Neighborhood impacts

**Recommendation: Reduce to 5,000 square feet**

# ACCESSORY UNITS

## Minimum lot size (rural)

- ❑ **State minimum 2.50 acres for one unit**
- ❑ **No discretion**
- ❑ **Triggers for CEQA review**

**Recommendation: Maintain 2.0 acre minimum**

# ACCESSORY UNITS

## Maximum unit size

- **Affordability by design**
- **Various household sizes**
- **Public comments**

**Recommendation: Increase to 1,000 square feet**

# ACCESSORY UNITS

## Approval under Section 26-88-060(k)

- ❑ R1 zoning and no Z overlay
- ❑ Existing, legal accessory structure (1/1/17) or portion of single-family dwelling
- ❑ Separate exterior access
- ❑ Setbacks for Fire safety
- ❑ No transient occupancy – deed restriction



# JUNIOR UNITS

AB 2406

- ❑ **One bedroom conversion**
- ❑ **Efficiency kitchen**
- ❑ **Private or shared bathroom**
- ❑ **Exterior entrance**
- ❑ **Interior access to house**
- ❑ **500 sf maximum size**





# JUNIOR UNITS

## Proposed Ordinance

- **All zoning districts with single-family dwelling**
- **500 sf maximum size**
- **Maintain connecting door(s)**
- **No transient occupancy (e.g., vacation rentals)**

# RECOMMENDATION

<b>Accessory Unit</b>	<b>Junior Unit</b>
<b>1,000 SF</b>	<b>500 SF</b>
<b>Kitchen</b>	<b>Efficiency kitchen</b>
<b>Bathroom required</b>	<b>Private or shared bathroom</b>
<b>No interior access (if attached)</b>	<b>Interior access required</b>
<b>1 uncovered parking space</b>	<b>No parking space</b>
<b>Owner occupancy not required</b>	<b>Owner occupancy required</b>
<b>Ministerial zoning and building permits</b>	<b>Building permit w/ planning clearance</b>
<b>Deed restriction</b>	<b>Deed restriction</b>
<b>No transient occupancy (e.g., vacation rentals)</b>	<b>No transient occupancy (e.g., vacation rentals)</b>

# MISCELLANEOUS

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- **Definitions update**
  - **Community Care Facility**
  - **Efficiency Dwelling Unit**
- **Sewer and water connection fees**

# PUBLIC OUTREACH

- **Required**
  - **Public hearing notice**
  - **Pre-hearing ordinance summary**
- **Additional**
  - **Webpage**
  - **Stakeholders**
  - **Interested parties list**

**END OF PRESENTATION**







## County of Sonoma Agenda Item Summary Report

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

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

**To:** Board of Supervisors

**Board Agenda Date:** January 24, 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:** State Route 37 Transportation & Sea Level Rise Corridor Improvement Project

### **Recommended Actions:**

Accept informational report on the Project including the information on the unsolicited proposal received from United Bridge Partners to privatize the State Route 37 and construct a tolled facility improvement.

### **Executive Summary:**

State Route (SR) 37 is a key transportation corridor linking the four North Bay counties (Marin, Sonoma, Napa and Solano) due to its strategic transportation role and environmentally sensitive natural footprint. SR 37 is currently impacted by congestion as well as being subject to inundation in the future due to Sea Level Rise. The corridor has been the subject of a long-range planning study being conducted by UC Davis (UCD) and the California Department of Transportation (Caltrans). In addition, staff and elected officials from the four county transportation authorities have formed the State Route 37 Policy Committee which has been meeting over the past year to discuss how local government can play a role in advancing improvements in the corridor.

Sonoma County Transportation Authority (SCTA) staff will present the Board with an update on current efforts and asks the Board of Supervisors to accept the report and provide any comments they may have.

### **Discussion:**

Large infrastructure projects that cross multiple jurisdictions and include numerous State and Federal partners are not only costly and complex, but they are often challenging to define and initiate. The SR 37 corridor represents an infrastructure problem that, when addressed, can enhance features beyond just transportation needs and benefit both the built and the natural environments.

Over the past two plus years the following efforts have been undertaken to address SR 37:

**STATE ROUTE 37 POLICY COMMITTEE:** On October 12, 2015, the SCTA Board entered into a Memorandum of Understanding (MOU) with the Napa Valley Transportation Authority (NVTA), the Solano Transportation Authority (STA) and the Transportation Authority of Marin (TAM). The intent of the MOU is to define how the four agencies will work collaboratively to successfully promote and expedite the delivery of improvements in the SR 37 Corridor to address sea level rise, traffic congestion, transit options and recreational activities. The MOU constitutes a guide to the intentions and strategies of the parties involved and provides the overall framework, including outlining their respective roles, responsibilities and potential funding options for improvements to the SR 37 Corridor. The Policy committee meets every other month and has now met 7 times since their first official meeting on November 5, 2015. The Policy Committee agendas and several project resources can be found at: <http://scta.ca.gov/projects/highway37/>.

**PRIVATIZATION PROPOSAL:** In September 2016, United Bridge Partners (United Bridge), comprised of American Infrastructure Funds and Figg Bridge Companies, distributed a draft Letter of Intent to the SR 37 Policy Committee that proposes a full relinquishment of the SR 37 Corridor between Highway 121 and Mare Island and construction of a tolled facility improvement. Under this proposal, the corridor would no longer be a state highway, and Caltrans would relinquish the corridor to a newly formed Joint Powers Authority (JPA) between a yet to be determined combination of Sonoma, Solano, Marin and Napa counties. As the proposed corridor lies entirely within Sonoma and Solano counties, these two counties would be required to be part of the JPA. United Bridge proposes the JPA would immediately transfer the facility to United Bridge and it would become a fully private roadway. United Bridge would then be responsible for constructing the corridor improvements and would recoup its investment from collected toll revenues. Caltrans has not taken an official position yet, whether they support the concept of a relinquishment.

The proposal requested that a JPA be formed that would have the authority to execute the Letter of Intent. The JPA can only be formed by the counties, not the transportation authorities that are staffing the Policy Committee, because the transportation authorities do not have the ability to own the corridor. In November, the Policy Committee was informed by staff that more detailed information is needed to evaluate the United Bridge proposal and that the JPA is the appropriate body to further investigate the proposal and consider entering into negotiations on a Letter of Intent with United Bridge.

Another available option is to enter into a memorandum of understanding with the other North Bay counties interested in exploring the unsolicited proposal from United Bridge. Under this scenario, the participating counties could jointly share in the costs associated with any such negotiation, and if successful, form a JPA at that time. This option would allow the participating counties to work together in negotiating with United Bridge, while avoiding the time, expense and effort of forming a JPA unless and until the negotiations were successful.

**FINANCIAL CONSULTANT:** Based upon direction from the Policy Committee, on March 14, 2016, the SCTA Board approved a funding agreement for SCTA's share of a financial consultant to help assess likely costs, revenue sources and financial opportunities that will need to be addressed to complete congestion and sea level rise related improvements in the corridor. Subsequently, on behalf of the Policy Committee, the Solano Transportation Authority issued a Request For Proposals and the four counties participated in selecting Project Finance Advisory Ltd. (Project Finance Advisory). Project Finance Advisory has been engaged to assess delivery options for this 21-mile highway and bridge replacement project, which includes assessing privatization, public/private partnership (P3) delivery options, and

traditional public finance alternatives. To date they have prepared case studies on tolling projects in other parts of the country that have some similarities to the SR 37 corridor. At the March 2, 2017, Policy Committee meeting Project Finance Advisory will be presenting their revenue findings.

**DESIGN ALTERNATIVES ANALYSIS:** While the Committee considers formation of a JPA and a possible negotiation with United Bridge, it is simultaneously pursuing steps toward more traditional project delivery options. The Policy Committee sent a letter to the Metropolitan Transportation Commission (MTC) seeking funds to complete a Project Initiation Document. In lieu of a full Project Initiation Document that would cost approximately \$2-3 million dollars, the MTC is providing funding for a feasibility study called a Design Alternatives Analysis. MTC released a request for proposals to their list of prequalified consultants. The Design Alternatives Analysis project scope is now being referred to as SR 37 Transportation & Sea Level Rise Corridor Improvements. This work is critical to assess the feasibility of any potential improvements to the corridor, and to have adequate information to share with the public. A consultant has been selected and the draft schedule for deliverables is as follows:

<u>Consultant Deliverables</u>	<u>Due Date*</u>
Data Collection and Assessment	February 2017
SR 37 Corridor Plan – Hwy 101 to Hwy 80	May 2017
Alternative Development for Priority Segment	August 2017
Traffic Forecast and Operations Analysis	September 2017
Design Alternative Assessment Documentation	December 2017

\*Dependent on notice to proceed.

**PUBLIC PARTICIPATION:** To date all seven of the Policy Committee meetings have been public and posted in accordance with the Brown Act. The UC Davis Caltrans Study (Phase 1 and Phase 2) included extensive stakeholder outreach with regular meetings of interested parties from 2012-2015. Stakeholders include all North Bay Area governmental jurisdictions, Caltrans, all transportation and transit agencies, a multitude of environmental organizations, labor, employers, and the public that uses the corridor, to name a few. The Policy Committee is currently working on developing and funding a Public Participation Scope of work. Caltrans has been asked to take the lead and a draft scope was approved by the Policy Committee at the November 2016 meeting. In 2017 the Policy Committee will hold public meetings and workshops to increase public awareness and gather public input.

**Policy & Fiscal Impacts:**

SCTA provides staff support to the Policy Committee and is the primary liaison to Caltrans on all highway projects. County staff have also been engaged in the Policy Committee meetings. Utilizing a traditional project delivery approach on a State facility is challenging given the state of funding for transportation. As a result, new approaches such as tolling and privatization have been proposed. The SCTA will continue to pursue solutions within the corridor, however if privatization were to be pursued under the proposal by United Bridge, the County of Sonoma would need to engage in more detailed discussions about forming a JPA or entering into a memorandum of understanding with the other North Bay counties. Negotiations associated with the United Bridge Letter of Intent will require technical and legal expertise that could cost the County up to \$250,000 over the next 12 months. The Department of Transportation and Public Works does not currently have funds identified to cover those costs. If

negotiations with United Bridge moves forward, staff would return to the Board to address needed funding.

**Next Steps**

The SCTA, via the Policy Committee, will continue to explore solutions in the SR 37 corridor that rely on more traditional project delivery approaches.

If there is a desire on the part of the North Bay Counties to explore more creative and non-traditional approaches such as the United Bridge privatization proposal, staff would return to the Board of Supervisors for further discussion and direction.

Potential next steps to pursue analysis of the United Bridge proposal could include:

- Hire legal expertise
- Dedicate County staff or request support from SCTA staff
- Coordinate with the other Boards of Supervisors in the North Bay
- Engage in discussion with United Bridge

**Prior Board Actions:**

8/9/16 Informational report from the Sonoma County Transportation Authority on the SR 37 Project

**Strategic Plan Alignment**      Goal 3: Invest in the Future

The SR 37 Transportation & Sea Level Rise Corridor Improvements project will address critical congestion relief and sea level rise issues which will impact future transportation in the North Bay Area.

<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>			
Draft Letter of Intent from United Bridge Partners			
<b>Related Items "On File" with the Clerk of the Board:</b>			



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August 30, 2016

Mr. Osby Davis  
Mayor, City of Vallejo  
Chairman, SR 37 Policy Committee  
555 Santa Clara Street,  
Vallejo, California 94590

Re: Letter of Intent for the Proposed Acquisition of a Portion of California State Route 37 between Mare Island and Sears Point

Dear Mayor Davis and Members of the SR 37 Policy Committee:

This Letter of Intent (this "**Letter of Intent**") confirms the interest of United Bridge Partners, a Delaware limited partnership ("**UBP**"), in: (1) acquiring the portion of California State Route 37 between the intersection of SR 37 and CA 121 ("**Sears Point**") and the intersection of SR 37 and the Mare Island Causeway ("**Mare Island**"), currently operating with one lane in each direction (the "**Existing Highway**"); (2) immediately constructing a new, two-lane elevated bridge and roadway system immediately to the south of the Existing Highway (the "**New Highway**"); (3) provide new interchanges at 121 and SR 37 and Mare Island and SR 37 working closely with community needs; (4) once the New Highway is completed, converting the Existing Highway into two lanes of travel westbound and opening the New Highway with two lanes of travel eastbound; (5) installing a toll on the New Highway; and (6) constructing a new, two-lane elevated bridge and roadway (the "**Replacement Highway**") next to the Existing Highway to replace the Existing Highway as further defined by timing conditions in the final agreement. The Existing Highway, the New Highway and the Replacement Highway shall collectively be referred to as "**the Project**".

This Letter of Intent (this "**Letter of Intent**") sets forth the parties' agreement as to their intent to (i) work collaboratively with Caltrans to facilitate the relinquishment of the Existing Highway and all rights of way, easements and real property associated with the Existing Highway to the SR 37 Policy Committee or such successor organization as the committee may form and authorize (the "**JPA**"), and (ii) to enter into a Vacation and Development Agreement (the "**Development Agreement**") between UBP and the JPA to transfer the Existing Highway to UBP.

This Letter of Intent also references the proposal given by United Bridge Partners to the SR 37 Policy Committee on May 5, 2016 and includes Attachment A, UBP Responses to Questions from SR 37 Policy Committee dated August 30, 2016. Upon execution of this Letter of Intent, UBP will proceed with all funding of environmental and project studies and processes without any government funding.

**Section 1. Development Agreement.** The proposed terms and conditions of the Development Agreement will include, but are not limited to, the following.

(a) Recitals. The recitals will:

(i) contain a brief history of California State Route 37 (“**SR 37**”), including the fact that it has been operating at a reduced capacity and Level of Service due to congestion for many years;

(ii) set forth the fact that an expansion of the Existing Highway is not in Caltrans’ forty year plan;

(iii) set forth the fact that Caltrans has determined that public funds are not available to expand the Existing Highway or construct the New Highway;

(iv) set forth the fact that the SR 37 Policy Committee has determined it is in the local public interest to construct a New Highway;

(v) set forth the fact that UBP approached the counties of Sonoma, Solano, Marin and Napa (the “**Counties**”) to determine whether one or more agreements could be reached, whereby UBP would accomplish the Project;

(vi) set forth the fact that the SR 37 Policy Committee has determined the best course of action is for UBP to privately develop, own and construct the Project;

(b) Steps for the Acquisition of Property.

(i) The Counties shall create Joint Powers Authority (the “**JPA**”) to act as lead state agency for the project.

(ii) The Counties and UBP shall work collaboratively to establish a cooperative agreement between United Bridge Partners and CalTrans to define responsibilities of UBP upon taking ownership of SR 37.

(iii) UBP and the JPA shall execute this Letter of Intent (“**LOI**”) which, among other terms, shall lay out the terms and conditions of the development and establish exclusivity for UBP.

(iv) UBP and the Counties shall clarify/modify existing “relinquishment” and “vacation” processes which authorize the state to transfer ownership of SR 37 to the JPA and the JPA to transfer ownership to UBP. The enabling legislation shall, among other things, clarify the authority of UBP to toll the new structure under existing California statutory tolling authority.

(v) UBP and the Counties shall Conduct CEQA environmental review. UBP and JPA are lead private and public participants.

(vi) Financial close shall occur, at which time the following will occur contemporaneously:

(A) UBP and the JPA execute the Development Agreement based on terms and conditions outlined in this LOI,

(B) Caltrans and the JPA complete the relinquishment of SR 37 from the State to the JPA,

(C) JPA immediately “vacates” SR 37 to UBP using existing processes based on the terms and conditions of this LOI,

(D) Property ownership is transferred to UBP, and

(E) UBP begins development and construction based on the terms and conditions outlined in the Development Agreement.

(c) Obligations of United Bridge Partners

(i) Prior to the commencement of the construction of the New Bridge, UBP shall obtain all necessary permits from Caltrans, the Counties and other relevant governmental bodies with respect to the construction and connection of the New Highway to the existing State Route 37 at either end of the Project (the "**Permits**").

(ii) From and after the date of issuance of the Permits, UBP shall comply with all the terms and conditions stated therein and in any renewal or modification thereof.

(iii) UBP shall complete and fund the California Environmental Quality Act activities.

(iv) UBP shall use commercially reasonable efforts to complete and open the New Highway within four (4) years of the date UBP has received all permits and approvals from governmental units required to construct and operate the New Highway.

(v) UBP shall agree to construct, operate and maintain the New Highway in accordance with terms and conditions to be agreed by the JPA and UBP and outlined in the Development Agreement.

(vi) UBP shall agree that no fee or toll shall be charged for use of the New Highway by state, local or federal emergency vehicles, including vehicles operated by police, fire, emergency medical services and sheriff personnel, while responding to or returning from an emergency call. No tolls shall be charged for passage by any vehicle or pedestrian in the event of a national, state or local emergency, which is declared to be such an emergency in the local area of the New Highway by the President of the United States or the Governor of the State.



(vii) UBP shall be solely liable for operating the Project, including routine maintenance, emergency repairs and regular inspections. UBP shall agree to adhere to the National Bridge Inspection Program as appropriate in conducting inspections and shall provide Caltrans and the Counties with validations of such inspections by an engineer licensed in the State.

(viii) UBP shall operate the New Highway without any limitations on the persons or vehicles utilizing the New Highway, so long as each person crossing the bridge is willing to pay the applicable toll and fee, UBP will not attempt to limit the persons or class of persons crossing the New Highway, except as may be dictated by safety, security and the design and load capacities of the bridge structure.

(ix) UBP will enhance the connection of California State Route 37 to California State Route 121 at the west end of the Project to ensure free flowing traffic in such manner as is acceptable to the members of the SR 37 Policy Committee representing Sonoma County.

(x) UBP will enhance the connection of the Project to California State Route 37 at the east end of the Project to ensure free flowing traffic to Mare Island and businesses at the east end of the Project in such manner as is acceptable to the members of the SR 37 Policy Committee representing Solano County.

(xi) UBP will maintain existing connections along the route to existing property owners. Based on the existing right-of-way boundaries, UBP intends to design the New Highway and the Replacement Highway within the existing right-of-way. Final permitting conditions will determine if additional property will need to be obtained to achieve these requirements. UBP will be solely responsible for obtaining additional property if necessary.

(xii) UBP will, wherever economically feasible, utilize local labor and local materials to provide local economic stimulus. UBP anticipates that pre-cast concrete segments will be cast at a construction yard located on Mare Island.

(xiii) UBP will utilize environmentally sensitive construction techniques, including but not limited to, building bridges from above.

(xiv) UBP will contribute a portion of each paid toll to an environmental fund (the “**Environmental Fund**”) to be dedicated to the remediation of the San Pablo Bay Region. Upon financial close UBP will contribute a lump sum to create the Environmental Fund. The disposition of funds in the Environmental Fund shall distributed at the sole authority of the Counties and the environmental organizations designated by the Counties, including the Bay Institute.

(xv) The design and construction of the New Highway and the Replacement Highway shall address future sea level rise.

(xvi) UBP shall begin construction on the Replacement Highway in a time period addressed in the Development Agreement. The trigger to begin construction of the Replacement

Highway shall be determined by mutual agreement between UBP and the JPA and be based on the impact of sea level rise on the Level of Service of the Existing Highway.

(xvii) Once completed, the New Highway will carry traffic eastbound in two lanes with wide shoulders. The Existing Highway will be converted to carry traffic westbound in two lanes.

(xviii) The New Highway and the Replacement Highway will include a protected bicycle lane that is wide enough to accommodate bicycles and pedestrians. The protected lane will include scenic overlooks.

(xix) The Project will be designed and built to achieve state and federal requirements and project specific sustainability goals

(xx) Tolls on the Project will be collected using user-friendly all electronic tolling using FasTrak. UBP is open to and desires to work closely with MTC to collect transponder-based tolls on UBP's behalf.

(xxi) Tolls on the Project will be capped at a level no higher than other toll bridges in the Bay Area. UBP intends to charge tolls in one direction, and retains the right to modify tolls beneath the cap.

(xxii) UBP will provide operational metrics such as vehicle count, transponder penetration, and other metrics to the JPA to be kept confidential.

(xxiii) UBP will provide:

(A) Subsidized van pool transportation and

(B) Subsidized transponders to low income residents.

(xxiv) UBP will require some form of "zone of exclusion" around the Project such that there would not be a free competing facility built immediately adjacent to the existing facility. UBP would require no limits on rail or mass transit.

**Section 2. Exclusivity.** From and after the date of the signing of this Letter of Intent until its termination in accordance with the provisions of this letter, neither the SR 37 Policy Committee, the JPA nor any of their affiliates or agents will solicit or encourage inquiries or proposals from third parties other than UBP with respect to California State Route 37 or participate in any negotiations or discussions concerning an expansion of, investment in, Public Private Partnership related to, or other non-governmental source of funding for California State Route 37. Further, the JPA will instruct their elected officials, officers, directors, agents and affiliates to

refrain from engaging in any of the activities described in the preceding sentence; and will notify UBP promptly of any such inquiries and solicitations

**Section 3. Confidentiality.** Except as and to the extent required by law or pursuant to an order of a court of competent jurisdiction, no party hereto shall, directly or indirectly, disclose or use (and no party shall permit its representatives to disclose or use) any Confidential Information (as defined in this Section) with respect to any other party furnished, or to be furnished, by such other party hereto or its employees, commissioners, officers, agents or representatives to any other party hereto or its employees, commissioners, officers, agents or representatives in connection herewith at any time or in any manner, other than in connection with the completion of the execution and delivery of this Letter of Intent and the related transactions (collectively, the "**Proposed Transaction**"). For purposes of this Section, the term "**Confidential Information**" means any information about Caltrans, the JPA, UBP, the New Highway, or the Replacement Highway; provided, however, that such term does not include information which the receiving party can demonstrate: (a) is generally available to or known by the public other than as a result of improper disclosure by the receiving party; (b) is obtained by the receiving party from a source other than the disclosing party, provided that such source was not bound by a duty of confidentiality to the disclosing party with respect to such information; or (c) is legally in the public domain.

**Section 4. Governing Law.** This Letter of Intent shall be governed by California law, without regard to principles of conflicts of laws. The venue for any State judicial action between or among any of the parties hereto or their respective successors in interest, brought under this Letter of Intent shall be the United States District Court, Northern District of California.

**Section 5. Termination Date.** This letter will terminate on the earlier of:

- (a) December 31, 2017, provided that, if by December 31, 2017, the parties are continuing to negotiate but have not executed a Development Agreement, then the parties shall negotiate in good faith to extend the term of this letter in order to provide the parties with a reasonable amount of time to attempt to finalize the terms of and execute a Development Agreement;
- (b) upon mutual written agreement by the parties to terminate; or
- (c) the execution and delivery by the parties hereto of a Development Agreement.

**Section 6. Expenses.** Each party shall be responsible for and bear all of their respective costs and expenses incurred in connection with the Project, including, without limitation, any legal, accounting or other representative or advisor costs and expenses.

**Section 7. Binding Effect; Termination.** The JPA and UBP intend to negotiate the terms and conditions of the Development Agreement until this Letter of Intent is terminated in accordance with Section 5 hereof. Except for Sections 2-6, 8 and 10-12 hereof and this Section, which are intended to be binding, the parties agree that this Letter of Intent is not intended to be a



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binding agreement between the parties, but merely an expression of their intent with regard to the Development Agreement and the Project, and each party covenants never to contend to the contrary.

**Section 8. Amendments.** This Letter of Intent may be amended only by the parties hereto in writing.

**Section 9. Notices.** All notices and other communications hereunder shall be in writing and shall be furnished by email and by hand delivery or registered or certified mail to the other party at the applicable address set forth below. Any such notice shall be duly given upon the date it is delivered to the applicable address shown below, addressed as follows:

If to UBP, to: Ed Diffendal  
United Bridge Partners, LP  
950 Tower Lane, Suite 800  
Foster City, CA 94404  
Telephone: (650) 854-6000  
Email: ediffendal@unitedbridgepartners.com

Linda Figg  
United Bridge Partners, LP  
Telephone: (850) 224-7400  
Email: lfigg@figgbridge.com

with a copy to: Gary Giacomini  
Hansen Bridgett  
80 E. Sir Francis Drake Blvd., Suite 3E  
Larkspur, CA 94939  
Telephone: (415) 925-8400  
Email: ggiacomini@hansonbridgett.com

If to the SR 37  
Policy Committee: Mr. Osby Davis  
Mayor, City of Vallejo  
Chairman, SR 37 Policy Committee  
555 Santa Clara Street,  
Vallejo, California 94590  
Telephone: (707) 648-4377  
Email: Mayor@cityofvallejo.net

with a copy to: []

**Section 10. Severability.** If any term, provision, covenant or restriction contained in this Letter of Intent that is intended to be binding and enforceable is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants



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and restrictions contained in this Letter of Intent shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

**Section 11. Entire Agreement.** This Letter of Intent represents the entire agreement among the Parties hereto with respect to the subject matter set forth herein, and it supersedes all prior or contemporaneous written or oral agreements or understandings of any kind among the parties hereto with respect to the subject matter hereof.

**Section 12. Counterparts.** This Letter of Intent may be executed in two or more counterparts, each of which shall be deemed an original and both of which shall be deemed to be one and the same document.

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If the foregoing is acceptable to you, please execute a copy of this Letter of Intent in the places set forth below and return it to us by November 30, 2016.

Very truly yours,

UNITED BRIDGE PARTNERS, LP

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Accepted and agreed to by:

SR 37 POLICY COMMITTEE

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attest:

\_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_



# State Route 37

## Status of Planning and Policy Issues

Sonoma County Transportation Authority

Board of Directors

December 12, 2016



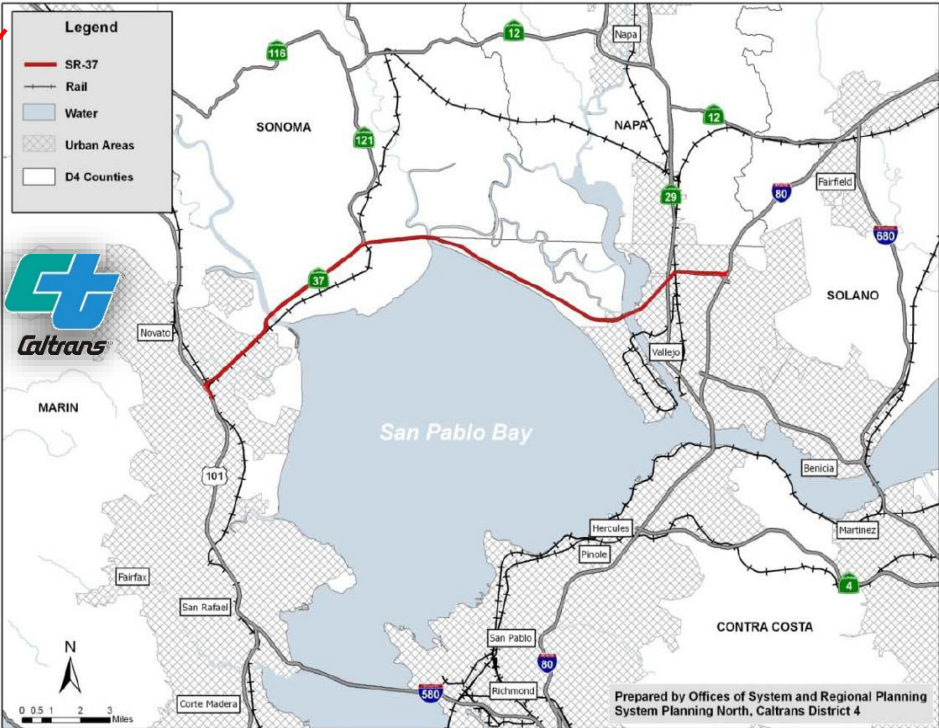
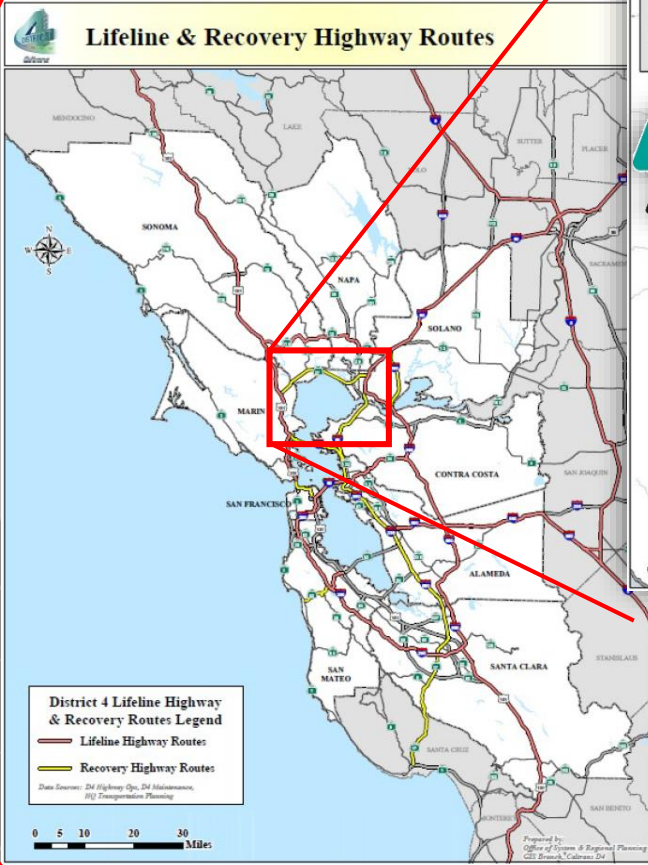
# STATE ROUTE 37 STATUS

- Overview
- Policy Committee
- Financial Consultant
- Privatization Proposal
- Corridor Plan
- Public Participation





# Project Location-Caltrans District 4



# SR 37 Corridor Features

- 2 to 4 lane 21 mile corridor traversing Solano, Sonoma, and Marin Counties
- Connects I-80 in Solano County, traverses through Sonoma County onto 101 in Marin County
- SR 101 in Critical connection for North Bay freight movement, job markets, housing, tourism, and recreation
- Corridor is located in highly sensitive environmental marshland areas
- Vulnerable to Sea Level Rise
- Serves as a Recovery Route for the North Bay
- Current congestion expected to increase adding to longer peak commute times





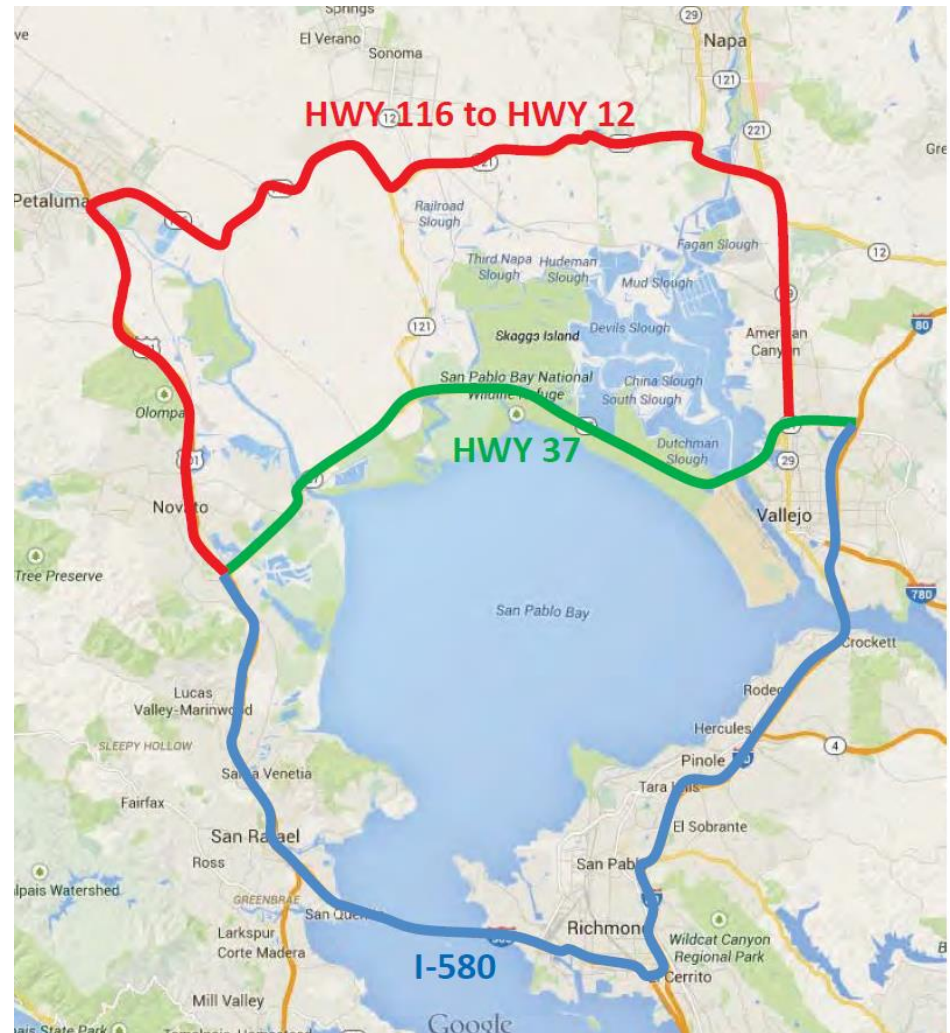
# SR 37 Corridor Characteristics



# SR 37 Alternative Routes Between I-80 and 101

- SR 37 Corridor is 21 miles
- Northern Route (Hwy 12 to Hwy 116)- 44 miles
- Southern Route (Richmond Bridge – I-580)- 43 miles

SR 37 Closure would have severe congestion impact to I-80, I-580, SR 101, 116, 121, 12 and 29



# SR 37 Corridor Funding Challenges

- SR 37 not the top priority transportation project of the 4 North Bay Counties :
  - Marin County – Highway 580
  - Napa County – Highway 29
  - Solano County – Highway 80
  - Sonoma County - Highway 101
- California Highway Capacity Funding Crisis
  - Due to drop in priced based portion of the State gas excise tax
  - No new funding capacity over the next five years
  - \$800 Million loss of transportation capacity revenue
  - \$5.7 Billion annual maintenance fund shortfall for system repairs on existing State Highway System
  - \$7.8 Billion annual maintenance fund shortfall for local streets and roads





# Sea Level Rise

## Caltrans and UC Davis SR 37 Study

- Corridor Study in 2 phases over 5 years (2011-2016)
- Corridor Segments A, B and C
- Modeled Sea Level Rise for the corridor
  - By 2050, regular inundation events
  - By 2100, entire corridor inundated
- Studied corridor concept alternatives focusing on Sea Level Rise options:
  - Berm/Embankment
  - Causeway (over land)
  - Bridge/causeway (over land-water)
  - Range: \$1.2 Billions to \$4.3 Billion

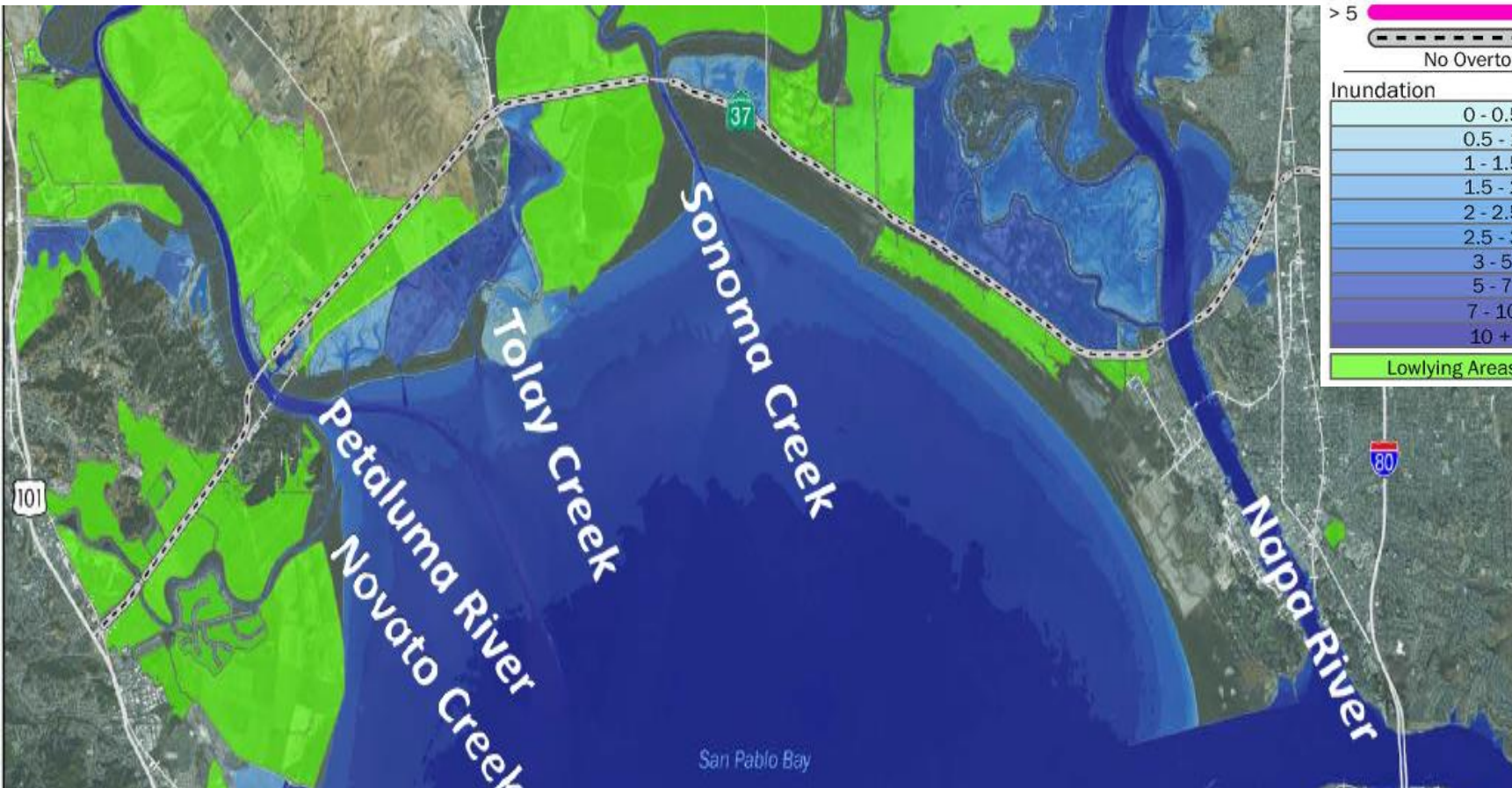
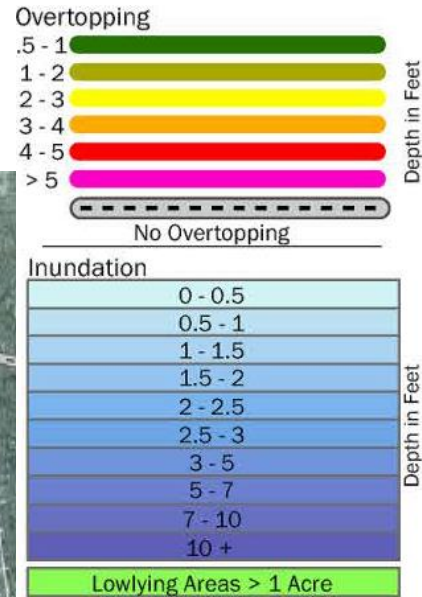


Berm

Causeway

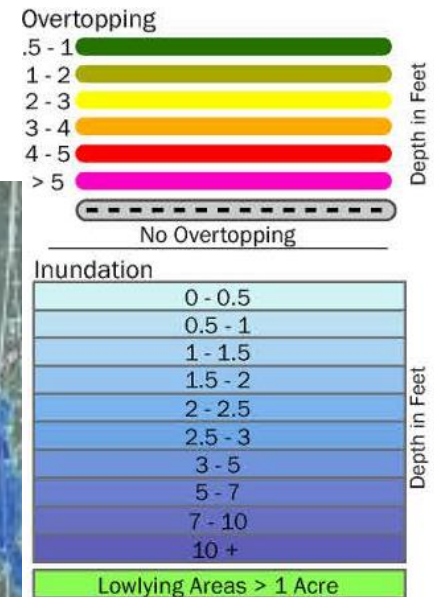
Bridge/Causeway

# SR 37 Sea Level Rise Potential Affect (Existing)





# SR 37 Sea Level Rise Potential Affect – (Year 2100)





# SR 37 Policy Committee

4 North Bay Congestion Management Agency (CMA)  
Memorandum of Understanding (MOU) Partnership:

*“...to develop an expedited funding, financing and project implementation strategy for the reconstruction of SR 37 to withstand rising seas and storm surges while improving mobility and safety along the route”*



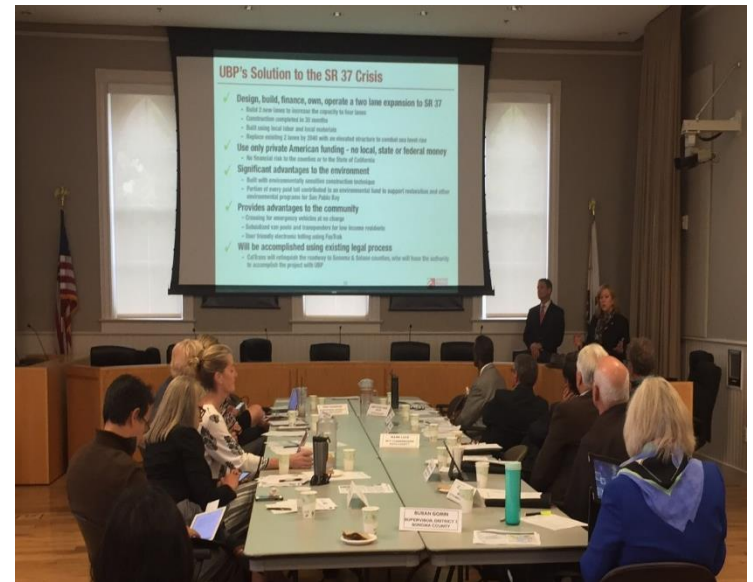
# SR 37 Policy Committee

- SR 37 Policy Committee – 3 elected representatives from Napa, Marin, Sonoma, and Solano County CMAs
- SR 37 Executive Committee- 4 CMA Executive Director Committee
- SR 37 Project Leadership Team- 4 CMA Project Manager Technical Advisory Committee
- STA Lead Coordinating Staff with support from SCTA
- STA and SCTA Provides Legal Services
- Other participants include Caltrans and MTC staff



# Current Status: SR 37 Policy Committee

- Focusing on corridor policies (e.g. roles and responsibilities, financial opportunities and special legislation, etc.)
- Guiding the development of Financial Consultants SR 37 Corridor Financial Opportunities Assessment
- Reviewing and Commenting on Unsolicited Proposal for Full Privatization Option from United Bridge Partners (UBP)
- Public Forum for Public Outreach and for upcoming SR 37 Transportation and Sea Level Rise Corridor Improvement Plan



# Financial Opportunities Analysis

- Consultant financial and policy resource expertise for the SR 37 Policy Committee
- Funded by all four participating North Bay Transportation Authorities
- Scope includes
  - Financial case studies (6) for similar facilities
  - Decision Making Finance Roadmap
    - Traditional
    - Public Private Partnership
    - Full Privatization
    - Bay Area Toll Authority Model
  - Toll revenue forecast
- Initial scope of work to be concluded May 2017



**JOSÉ LUIS MOSCOVICH**



**RICHARD KERRIGAN**



**VICTORIA TAYLOR**

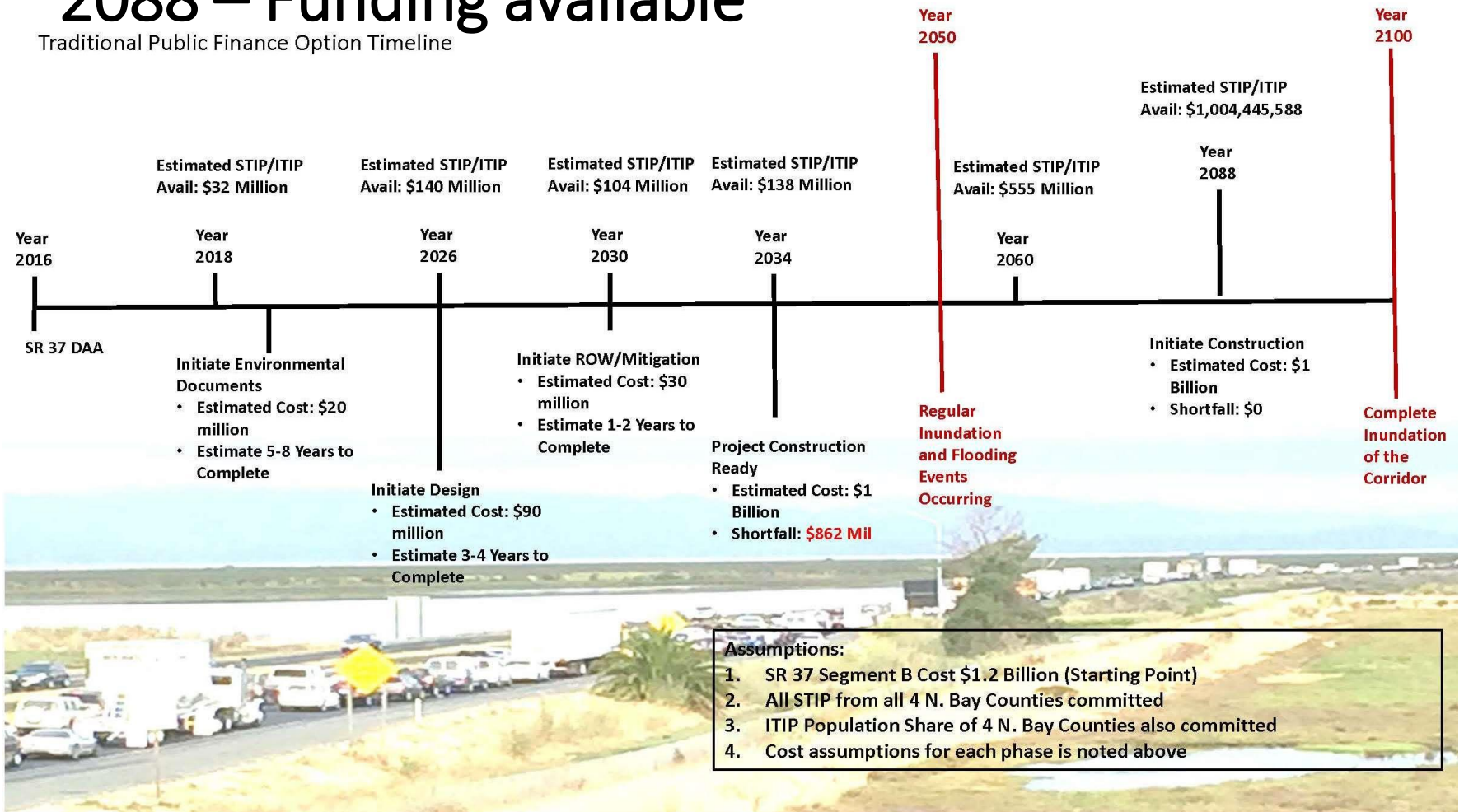


# Traditional Public Financing Project Timeline

## 2034 – Construction Ready

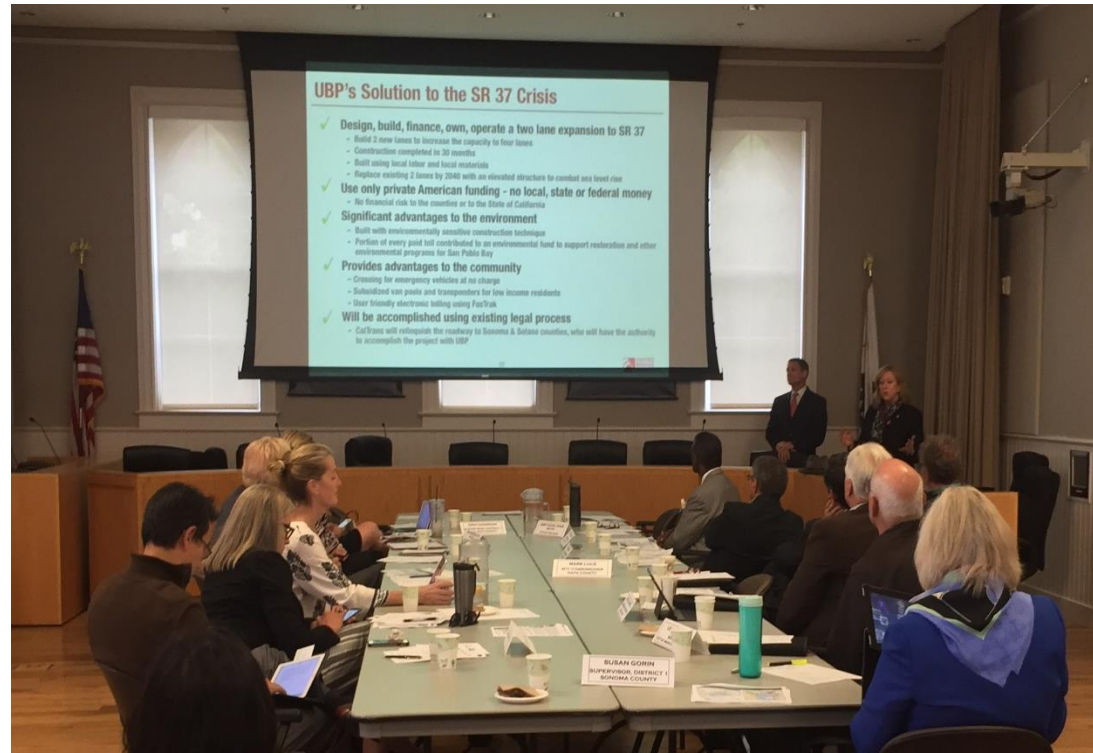
## 2088 – Funding available

Traditional Public Finance Option Timeline



# SR 37 Financial Options - Toll

- Public Private Partnership
- Full Privatization
- Traditional Public Financing
  - Toll Revenue Bonds



# Unsolicited Proposal for Full Privatization

- Private Investment Partnership Firm – United Bridge Partners (UBP)– Submitted Proposal in May 2016
- Unsolicited Proposal to finance, build and maintain improvements on SR 37 (between SR 121 and Mare Island)
- Proposing to toll the facility
- SR 37 Policy Committee reviewed UBP’s proposal and submitted questions which UBP has responded to and requested a Letter of Intent
- SR 37 Policy Committee is considering corridor policies and delivery options before further dialog with UBP



# Corridor Plan: MTC Participation

- SR 37 Corridor Transportation and Sea Level Rise Improvement Plan – (Previously called DAA)
- Cost estimate: \$800,000
- Phase 1: Corridor Level analysis building off Caltrans and UC Davis sea level rise analysis
- Phase 2: focused analysis identifying a priority segment project affected by both sea level rise and congestion
- 11% local match split between four participating North Bay County CMA's





# Corridor Plan: Schedule

<u>Deliverables</u>	<u>Estimated Due Date</u>
Data Collection and Assessment	February 2017
SR 37 Corridor Plan – Hwy 101 to Hwy 80	May 2017
Alternative Development for Priority Segment	August 2017
Traffic Forecast and Operations Analysis	September 2017
Design Alternative Assessment Documentation	December 2017



# Public Participation – To Date

- UC Davis/Caltrans Studies from 2011-2016 with stakeholder meetings. (Completed)
- Policy Committee Meetings since November 2015
- Updates at all four North Bay Transportation Authorities regular meetings.
- Presentations to stakeholders as requested



# Public Participation: Caltrans

- Partner in funding public outreach for the SR 37 Corridor Transportation and Sea Level Rise Improvement Plan (estimated to be \$75,000)



# Questions?

